



Basic Details

Organisation Chain	International Centre For Automotive Technology Manesar Sector-3 Haryana		
Tender Reference Number	ICAT-T-CIVIL-Refurbishment of ETC-2026-27-236		
Tender ID	2026_ICAT_923566_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Works
Tender Category	Works	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Refurbishment of ETC 4 including the Construction of Flooring and Trenches at ICAT Centre-I Manesar
2	Finance	.xls	Refurbishment of ETC 4 including the Construction of Flooring and Trenches at ICAT Centre-I Manesar

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	0.00	EMD Exemption Allowed	No
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Nil	EMD Payable At	Nil

[Click to view modification history](#)

Work / Item(s)

Title	ICAT-T-CIVIL-Refurbishment of ETC-2026-27-236				
Work Description	Refurbishment of ETC 4 including the Construction of Flooring and Trenches, at ICAT Centre-I, Manesar, Haryana				
Pre Qualification Details	As per Tender Document				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	Yes				
Tender Value in ₹	6,60,000	Product Category	Miscellaneous Works	Sub category	Financial Bid for SITC of Electrical Switchgears a
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work(Days)	45
Location	ICAT Centre 1	Pincode	122050	Pre Bid Meeting Place	ICAT Centre 1
Pre Bid Meeting Address	ICAT, Plot No. 26, Sector 3, Near HSIIDC Office, IMT Manesar, Gurugram 122050	Pre Bid Meeting Date	02-Sep-2026 02:00 PM	Bid Opening Place	ICAT Centre 1
Should Allow NDA Tender	No	Allow Preferential Bidder	No		
Tenderer Class	As per Tender Document				

Critical Dates

Publish Date	26-Aug-2026 11:00 AM	Bid Opening Date	18-Sep-2026 09:00 AM
Document Download / Sale Start Date	26-Aug-2026 12:00 PM	Document Download / Sale End Date	16-Sep-2026 05:00 PM
Clarification Start Date	26-Aug-2026 03:00 PM	Clarification End Date	31-Aug-2026 06:00 PM
Bid Submission Start Date	26-Aug-2026 04:00 PM	Bid Submission End Date	16-Sep-2026 05:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	Refurbishment of ETC 4 including the Construction of Flooring and Trenches, at ICAT Centre-I, Manesar, Haryana.	1472.23	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	NIT.pdf	Refurbishment of ETC 4 including the Construction of Flooring and Trenches, at ICAT Centre-I, Manesar, Haryana.	1437.27
	2	BOQ	BOQ_970534.xls	Financial bid	330.50

Auto Extension Corrigendum Properties for Tender

Iteration	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	3	7
2.	2	7
3.	1	7

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	cphpp_praveen@icat.in	Praveen Mishra	PRAVEEN KUMAR MISHRA
2.	cphpp_monal@icat.in	Monal Hasti	MONAL HASTI
3.	cphpp_manohar@icat.in	Manohar Mandal	MANOHAR MANDAL

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	Normal	BoQ Compartive chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	Sonu Chopra
Address	Sh. Sonu Chopra, ICAT, Plot No. 26, Sector 3, Near HSIIDC Office, IMT Manesar, Gurugram 122050

Tender Creator Details

Created By	Sonu Chopra
Designation	Senior Executive
Created Date	25-Aug-2026 12:55 PM

अंतर्राष्ट्रीय ऑटोमोटिव प्रौद्योगिकी केंद्र
International Centre for Automotive Technology

eNotice Inviting Tender (NIT)
Refurbishment of ETC 4 including the Construction of Flooring and
Trenches, at ICAT Centre-I, Manesar, Haryana

दस्तावेज संख्या/NIT No.: ICAT/T/CIVIL/Refurbishment of ETC/2026-27/236
ICAT-T-CIVIL-Refurbishment of ETC-2026-27-236

अंतर्राष्ट्रीय ऑटोमोटिव प्रौद्योगिकी केंद्र
प्लॉट नंबर – 26, सेक्टर – 3, एचएसआईआईडीसी कार्यालय के पास, आईएमटी मानेसर, गुरुग्राम – 122050
International Centre for Automotive Technology
Plot No. - 26, Sector-3, HSIIDC, IMT Manesar, Gurgaon-122050, Haryana, India
Phone: +91-124-4586-111, Email: purchase@icat.in, Website www.icat.in

सामग्री सूची/TABLE OF CONTENTS

क्रम/SI No	विवरण/Particulars	पृष्ठ संख्या
1.	NIT (eNotice Inviting Tender)	3-5
2.	Chapter- 1 About ICAT & Site Description	6
3.	Chapter- 2 Scope of Work, Detailed Technical Specification	7-8
4.	Chapter- 3 Minimum Eligibility Criteria	9-10
5.	Chapter- 4 Bid Rejection Criteria	11
6.	Chapter- 5 ICAT Term & Technical Condition	12-17
7.	Chapter- 6 Instructions to Bidders	18-19
8.	Chapter- 7 Special Conditions of Contract	20
9.	Form 1 – All Declaration	21-22
10.	All Forms (Form II, Form III & Form IV)	23-25
11.	Form V – Proforma for Performance Bank Guarantee (PBG)	26-27

निविदा सूचना/TENDER NOTICE

NIT (eNotice Inviting Tender)

The Director, International Centre for Automotive Technology (ICAT), a division of National Automotive Board (NAB), Govt. of India, hereby invites tenders through CPPP in two bid system from the Bidders in the prescribed proforma for performing, executing, and implementing the Works on the terms and conditions contained in this Tender Document and in the Contract. The brief description of Works and the timelines for tenders are summarized in the table below:

Job Description	Refurbishment of ETC 4 including the construction of flooring and trenches, at ICAT Centre 1, Manesar, Haryana
Scope of work	As Per Chapter 2 “Scope of Work”
Eligibility	Minimum Eligibility Criteria: <u>The bidder whose bid meets the following eligibility criteria would only be considered</u> • Legal Valid Entity: The Bidder shall necessarily be a legal valid entity in the form of Proprietary Firm, Partnership Firm, Private Limited Company/ agency. Proof of the legal validity of the bidder shall be submitted. • Bidder must have PAN and GST (enclose a copy of PAN and GST) • Supporting documents: Work orders with completion certificates or work orders with payment proof. • The bidder must be a company that has a minimum of 3 Years of experience in similar nature works. • Bidder shall have executed at least 3 work order w.r.t. in Building Construction works, Interior work, any civil construction work. • Financial Capacity: The Bidder's should have an average annual turnover of at least INR 25.00 Lac in the last three financial years (2022-23 2023-24, 2024-25). Relevant proof for supporting the above shall be submitted. • The bidder should have completed works of similar nature in the last seven financial years and the cost was not less than the below -mentioned value. • Satisfactory completion of minimum 3 works of Rs 2.64 Lakh each. OR • Satisfactory completion of minimum 2 works of Rs 3.30 Lakh each. OR • Satisfactory completion of minimum 1 work of Rs 5.28 Lakh. Similar Nature Works Means Building Construction works, Interior work, any civil construction work. If the bidder fails to submit the authenticated documents in support of his/their credentials as specified in tender documents, his/their tender will be liable to be rejected summarily. • The bidder should meet or comply with the attached technical requirements mentioned in the bidding documents as per chapter 2 of the tender document. The bidder must submit • The bidder should meet and compliance with all terms & conditions mentioned in tender documents.

Payment Terms	100 % Payment will be made after the satisfactory completion of work after submission of invoice along with measurement book with abstract and any other required documents.
Delivery/Completion Period	Within 45 days from the date of Issuance of NTP
Warranty Period	2 Years from the date of completion of project (As per clause 5 of ICAT term & Technical Condition of chapter 5)
Performance Bank Guarantee (PBG)	PBG @5% of contract value Within fifteen [15] days from the date of acceptance of the PO, the Successful Bidder shall execute a Performance Bank Guarantee (format of PBG shall be as per Form V of this ATC), from any branch at Delhi/NCR of Indian scheduled Bank, for an amount equivalent to the 10% of the contract value to cover the delivery/work period as well as warranty period. The PBG shall be made in INR only for a period of 27 months.
Evaluation Criteria	It is mandatory for the bidder to fulfill the minimum eligibility criteria for being considered for technical evaluation. Eligible bidders shall be technically evaluated for the specifications mentioned. In the event the bidder does not comply with any of the technical specifications, he will be disqualified unless he proposes a positive deviation with justification. It is purely up to ICAT whether to consider the deviation proposed by the bidder or not. Bidders who meet our technical requirements will be moved forward for financial evaluation. The order would be awarded to the L1 bidder among the technically qualified bidders.
Delivery Terms	For up to ICAT Centre – 1, Manesar (Haryana).
Liquidity Damages	The work/service should be completed strictly as per time limits specified in the work contract/agreement, failure to complete the work/service within the stipulated time will make you liable to an unconditional penalty of 0.5% (Half Percent) of the value of work per week subjected to a maximum of 10% (Ten Percent) of the work contract.
Bid Validity/Price	180 days from the bid end date
Work Site Address	ICAT Centre 1 – Plot No. 26, Sector – 3, Near HSIIDC Office, IMT Manesar, Gurugram – 122050 (Haryana – India)
Billing Address	International Centre for Automotive Technology (Centre – 1), Plot No. 26, Sector – 3, Near HSIIDC, IMT Manesar, Gurugram 122050 GST No. 06AABAN9435G2ZI

- **Bidders to comply with:**

- Rule 144(xi) of GFR 2017 regarding restrictions on procurement from a bidder of a country that shares a land border with India will be liable to rejection (refer to the Office Memorandum of the Department of Expenditure dated July 23, 2020, and as revised from time to time at (https://assets-bg.gem.gov.in/resources/upload/shared_doc/Order-Public-Procurement-No-4-Restrictions-under-Rule-144-xi-of-the-General-Financial-Rules-GFRs-2017.pdf)).
- Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time regarding bidders eligibility and preference to make in India (<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>).

Note:

- ICAT reserves the right to give preference to the local supplier, MSME, or start-up as per prevailing government notifications and as revised from time to time.
- MSE Public Procurement Policy is meant for the procurement of only goods produced and services rendered by MSEs. However, traders, distributors, sole agents, and works contracts are excluded from the purview of the Public Procurement Policy for MSEs Order, 2012
- It is clarified that prior turnover and prior experience may be relaxed for start-up/MSE's enterprises recognized by the Department for Industry & Internal Trade (DPIIT), subject to meeting quality & technical specifications. Startups may be MSMEs or otherwise. Such relaxation can be provided in the case of procurement of works as well. It is further clarified that such relaxation is not optional but normally has to be ensured, except in case of procurement of items related to public safety, health, critical security operations and equipment, etc) where adequate justification exists for the Procuring Entity not to relax such criteria. The decision of the Procuring Entity in this regard shall be final.

Bidders shall ensure that their tender, duly signed, complete in all respects as per the instruction contained in the NIT/Tender documents.

Note: ICAT reserves the right to reject/modify/cancel the tender at any stage without assigning any reason thereof

आईसीएटी और साइट विवरण के बारे में About ICAT & Site Description

The International Centre for Automotive Technology, established in 2006, setup by NAB (National Automotive Board) erstwhile NATIS (NATRIP Implementation Society), under Ministry of Heavy Industries, Govt. of India is the leading automotive R&D organization of the country. ICAT is a prime Testing and Certification Agency notified by Government of India under Rule 126 of Central Motor Vehicle Rules, 1989.

Site Description:

- Location:

Work Site Address	International Centre for Automotive Technology (Centre – 1), Plot No. 26, Sector – 3, Near HSIIDC, IMT Manesar, Gurugram 122050 GST No. 06AABAN9435G2ZI
Billing Address	International Centre for Automotive Technology (Centre – 1), Plot No. 26, Sector – 3, Near HSIIDC, IMT Manesar, Gurugram 122050 GST No. 06AABAN9435G2ZI

Scope of Work, Detailed Technical Specification

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB), Govt. of India, hereby invites a proposal for “**Refurbishment of ETC 4 including the construction of flooring and trenches, at ICAT Centre 1, Manesar, Haryana**”

Scope of Work			
Sr. No.	Description	Unit	Quantity
1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: 1:2:4 (1 cement: 2 coarse sand (zone-III) derived from natural sources: 4 graded stone aggregate 20 mm nominal size derived from natural sources)	cum	6
2	1:5:10 (1 cement: 5 coarse sand (zone-III) derived from natural sources: 10 graded stone aggregate 40 mm nominal size derived from natural sources)	cum	3
3	Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge. (Note:- Cement content considered in this item is @ 330 kg/cum. Excess/ less cement used as per design mix is payable/recoverable separately). All works upto plinth level	cum	4
4	Centering and shuttering including strutting, propping etc. and removal of form for:		
a	Foundations, footings, bases of columns, etc. for mass concrete.	sqm	7
b	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.	sqm	8
5	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. Thermo-Mechanically Treated bars of grade Fe-500D or more.	kg	220
6	Structural steel work in single sections, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	kg	1850
7	12 mm cement plaster of mix: 1:4 (1 cement: 4 fine sand) (In small patches of area up to 2 sqm)	sqm	40

8	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in- charge.	cum	9
9	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:4 (1 cement: 4 coarse sand)	cum	6
10	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade: Two or more coats on new work and old work	sqm	75
11	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar	cum	6
12	62 mm thick cement concrete flooring with concrete hardener topping, under layer 50 mm thick cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 20mm nominal size) and top layer 12mm thick cement hardener consisting of mix 1:2 (1 cement hardener mix: 2 graded stone aggregate, 6mm nominal size) by volume, hardening compound mixed @ 2 litre per 50 kg of cement or as per manufacture's specifications. This includes cost of cement slurry but excluding the cost of nosing of steps etc. complete.	sqm	47
13	Providing and fixing glass strips in joints of terrazzo/ cement concrete floors. 40 mm wide and 4 mm thick.	rmt	90
14	Removing malba from site and dumped outside the premises of ICAT (Capacity 100 cuft)	Trips	10
15	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge.	cum	2

Approved Makes

S. No.	Description of Items	*Approved Makes
1	Cement	Ultratech/Birla/Shree Cement or Subsequent equivalent
2	TMT Reinforcement steel (Fe 500 or Fe 550)	Sail/Tata/Jindal or Subsequent equivalent
3	Structural Steel	Sail/Tata/Jindal/Apollo or Subsequent equivalent
4	Paint	Asian Paints/Berger/Nerolac or Subsequent equivalent
5	Hardener/Hardening Compound	Sika, Fosroc or Subsequent equivalent

Subsequent equivalent: Means same material or with same specifications of other brands as per approval of engineer-in-charge in case of non-availability of materials of mentioned brands.

Special Note:

- All other miscellaneous items whose makes are not mentioned, to be supplied of standard makes/ISI/ISO Certified.
- All loading, unloading & shifting at site will be under the scope of successful bidder.
- All work to be done at site as per the direction of Engineer in Charge in accordance with site requirement.

- Any modification at site related to work to be done by the successful bidder as approved by the Engineer in charge.
- The bidder shall ensure that all materials required for the work to be supplied shall be new and free from all defects and faults. Prior approval will be taken from ICAT Site In charge before supply or use the material.
- The brand quoted should not be "end-of-life" or "end-of-sale" products at the time of bid submission. Should the quoted brand become unavailable at the time of delivery, the bidder will kindly replace or substitute the quoted brand with a superior alternative at no additional cost. (with the consent of Site-In charge of ICAT).
- The bidder is requested to quote the products exactly as per the tender specifications. It is important to submit complete technical details, including the brand, specifications, and any technical literature that clearly highlights the specifications, along with the technical bid. A Statement of Compliance should be provided for each item in the prescribed format outlined in the Technical Specification. The compliance statements should be supported by genuine documents. Kindly ensure that each page of the bid, along with any cuts or corrections, is duly signed and stamped by the authorized signatory. Failure to comply with these requirements may lead to the rejection of the bid.

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

Mr. Pradeep Saroha – Civil Department

Contact No. +91 7015491190

Mail ID: Pradeep.saroha@icat.in

Mrs. Smita Sharma – Civil Department

Contact No. +91 8800682288

Mail ID: smita@icat.in

Chapter – 3

Minimum Eligibility Criteria

Eligibility Criteria (Pre-Qualification Requirements): Only those Bidders who meet the following pre-qualification criteria shall be considered eligible to participate in this procurement process. Bidders must provide satisfactory documentary evidence in support of each requirement listed herein. Any bid that fails to comply with or demonstrate conformance to the stipulated eligibility conditions shall be treated as non-responsive, and such bid shall be summarily rejected without further evaluation, including exclusion from the technical assessment stage.

The Purchaser reserves the right to verify the authenticity of the documents submitted and to request additional clarifications, if deemed necessary. Submission of false, misleading, or unverifiable information shall lead to immediate disqualification and may also invite further action as per applicable laws and tender conditions.

Pre-qualification/Minimum Eligibility Criteria for the Bidders:

The bidder whose bid meets the following eligibility criteria would only be considered.

Minimum Eligibility Criteria: The bidder whose bid meets the following eligibility criteria would only be considered

1. **Legal Valid Entity:** The Bidder shall necessarily be a legal valid entity in the form of Proprietary Firm, Partnership Firm, Private Limited Company/ agency. Proof of the legal validity of the bidder shall be submitted.

In support of above, the bidder is required to submit the following documents with the technical bid:

- **Proprietary Firm:** A copy of the registration certificate or any relevant document that proves the establishment and legal validity of the proprietary firm.
- **Partnership Firm:** A copy of the Partnership Deed along with the registration certificate issued by the Registrar of Firms, if applicable.
- **Private Limited Company:** A copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) along with the Memorandum of Association (MOA) and Articles of Association (AOA).
- **Agency:** A copy of the registration certificate or any official document proving the legal validity and registration of the agency under the applicable law (e.g., registration under the Shops and Establishments Act, or other relevant legislation).
- **Bidder must have PAN and GST (enclose a copy of PAN and GST duly stamped and signed)**

These documents should be enclosed along with the technical bid to demonstrate the legal status of the bidder as a valid entity.

Supporting documents: Work orders with completion certificates or work orders with payment proof. All documents shall be self-attested by the bidder.

- The bidder must be a company that has a minimum of 3 Years of experience in similar nature works.
- Bidder shall have executed at least 3 work order w.r.t. in Building Construction works, Interior work, any civil construction work.
- **Financial Capacity:** The Bidder's should have an average annual turnover of at least **INR 25.00 Lac** in the last three financial years (2022-23 2023-24, 2024-25). Relevant proof for supporting the above shall be submitted.
- The bidder should have completed works of similar nature in the last seven financial years and the cost was not less than the below -mentioned value.

- Satisfactory completion of minimum 3 works of Rs 2.64 Lakh each.
OR
 - Satisfactory completion of minimum 2 works of Rs 3.30 Lakh each.
OR
 - Satisfactory completion of minimum 1 work of Rs 5.28 Lakh.
- Similar Nature Works Means** Building Construction works, Interior work, any civil construction work.
- The bidder should meet and compliance with all terms & conditions mentioned in tender documents.
2. If the bidder fails to submit the authenticated documents in support of his/their credentials as specified in tender documents, his/their tender will be liable to be rejected summarily.
 3. The bidder must submit stamped and signed copy (each page) of this document (NIT) for acceptance of terms and conditions and submit along with the technical bid.
 4. The bidder should furnish Chapter 2 of the technical condition on their letterhead with fill-in and submit along with bid
 5. The bidder should meet and compliance with all terms & conditions mentioned in tender documents. The is requested to quote the products exactly as per the tender specifications. It is important to submit complete technical details, including the brand, specifications, and any technical literature that clearly highlights the specifications, along with the technical bid. A Statement of Compliance should be provided for each item in the prescribed format outlined in the Technical Specification. The compliance statements should be supported by genuine documents. Kindly ensure that each page of the bid, along with any cuts or corrections, is duly signed and stamped by the authorized signatory. Failure to comply with these requirements may lead to the rejection of the bid.
 6. **Bidders to comply with:**
 - Rule 144(xi) of GFR 2017 regarding restrictions on procurement from a bidder of a country that shares a land border with India will be liable to rejection (refer to the to the Office Memorandum of the Department of Expenditure dated July 23, 2020, and as revised from time to time at (https://assets-bg.gem.gov.in/resources/upload/shared_doc/Order-Public-Procurement-No-4-Restrictions-under-Rule-144-xi-of-the-General-Financial-Rules-GFRs-2017.pdf).
 - Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time regarding bidders eligibility and preference to make in India (<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>).

Note:

- ICAT reserves the right to give preference to the local supplier, MSME, or start-up as per prevailing government notifications and as revised from time to time.
- MSE Public Procurement Policy is meant for the procurement of only goods produced and services rendered by MSEs. However, traders, distributors, sole agents, and works contracts are excluded from the purview of the Public Procurement Policy for MSEs Order, 2012
- It is clarified that prior turnover and prior experience may be relaxed for start-up/MSE's enterprises recognized by the Department for Industry & Internal Trade (DPIIT), subject to meeting quality & technical specifications. Startups may be MSMEs or otherwise. Such relaxation can be provided in the case of procurement of works as well. It is further clarified that such relaxation is not optional but normally has to be ensured, except in case of procurement of items related to public safety, health, critical security operations and equipment, etc.) where adequate justification exists for the Procuring Entity not to relax such criteria. The decision of the Procuring Entity in this regard shall be final.

Bid Rejection Criteria

Bids submitted in response to this tender shall be liable for outright rejection under any of the following circumstances, without further notice or clarification:

Non-Compliance with Financial Turnover Criteria: Non-compliance with this requirement or failure to submit audited financial statements or a CA certificate explicitly certifying the turnover will render the bid non-responsive.

Omission of Statutory Registration Documents: Bidders who fail to provide self-attested copies of the following statutory registrations shall be disqualified.

Incomplete or Partial Proposal Submission: Submission of incomplete bids, missing mandatory pricing information, or failure to include required forms or certifications shall result in summary rejection of the bid.

Failure to Meet Pre-Qualification or Minimum Eligibility Requirements: Bidders who do not satisfy the eligibility criteria outlined under Section: Pre-Qualification / Minimum Eligibility Criteria shall be deemed ineligible, and their bids shall not be considered for technical or financial evaluation.

Other Grounds for Rejection:

- Submission of forged or misleading documents.
- Non-compliance with mandatory formats prescribed in the tender.
- Non-submission of NIT documents with stamped and signed at each page.
- Blacklisting or debarment by any Government authority, public sector entity, or major private client.

ICAT Terms & Technical Conditions:

- 1. 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.

- 2. Proposal Submission Compliance and Documentation Requirements:** The Bidder is required to submit their proposal in strict compliance with all terms, conditions, and technical 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. A Statement of Compliance, in the format prescribed within the Technical Specifications, shall be submitted for each item listed. Each compliance statement must be substantiated with authentic, verifiable documentation (e.g., brochures, datasheets, certifications) issued by the Original Equipment Manufacturer (OEM) or other credible sources. Furthermore, each page of the bid, including any amendments, corrections, or insertions, must be duly signed and stamped by the authorized signatory of the Bidder, thereby certifying its accuracy and authenticity. Failure to adhere to any of the above requirements may render the bid liable for rejection at the sole discretion of the Purchaser.
- 3. Assignment and Subcontracting:** The Contractor shall not, without the prior written consent of the Procuring Entity, sublet, transfer, assign, or otherwise dispose of the contract or any part thereof, or any interest, benefit, or advantage arising therefrom, in any manner whatsoever. The Contractor shall provide written notification to the Procuring Entity of all subcontracts awarded under this contract, if such subcontracts were not already disclosed in the original bid or contract. Such notification shall not absolve the Contractor of any liability or obligation under the contract. Subcontracting shall be permitted solely for the procurement of bought-out items and incidental works or services. All subcontracts must fully comply with the Contractor's obligations under this contract and shall not be used to circumvent the Contractor's responsibilities or obligations that formed the basis for the award of this contract. Any assignment, subletting, or transfer of this contract, or any part thereof, made without the prior written consent of the Procuring Entity shall constitute a material breach of contract. In such an event, the Procuring Entity shall have the right to invoke any or all remedies available under the contract or applicable law.

4. Payment Term:

- 100 % Payment will be made after the satisfactory completion of work after submission of invoice along with measurement book with abstract and any other required documents.
- All other applicable statutory taxes, i.e. TDS will be deducted at source.

5. Warranty Defect's Liability Period: 2 Years. The Bidder guarantees the completed works against defects arising from faulty materials, workmanship for a minimum period of Twenty-Four (24) months commencing from the date of handing over the site to the Employer. During this Defects Liability Period, the Tenderer shall, at their own cost and to the satisfaction of the Employer, promptly rectify, repair, or replace any defects, deficiencies, or faults that arise in the works. Should the Tenderer fail to remedy such defects within a reasonable time after written notice from the Employer, the Employer reserves the right to engage a third party to carry out the necessary repairs. All costs, losses, damages, and expenses incurred by the Employer in connection with such remedial work shall be recoverable from the Tenderer, either by deduction from payments due or by appropriation from retention money.

6. Delivery Terms: For ICAT Site (Inclusive of Packing, Forwarding, Transportation and Unloading of Equipment at ICAT Project Site-1).

7. Qualification Criteria: The bidder whose bid meets the technical specification and eligibility criteria would only be considered for financial evaluation.

8. Tender form is not transferable.

9. Interested bidders must quote compulsorily for all the item as per scope of work given in Chapter 2, else their bid will not be considered for further processing and shall be liable for disqualification without further notice.

10. ICAT reserves the right to reject any or all the tenders in part of full without assigning any reason thereof, at any stage.

11. The work order shall be placed on single bidder for complete BOQ of Chapter 2 the basis of overall L-1 bidder.

12. The comparison of the bids shall be on basis of total price (Inclusive of all taxes etc.) quoted by the bidder. No comparison of individual items will be made the individual item charge is only for reference purposes of this office.

13. In the event of any dispute on this account, the decision of ICAT shall be final and binding on the Contractor/supplier.

14. Bidder must mention their Company Name and their complete contact details along with mobile number.

15. Delivery of the items shall be on official working days from 09:00 AM to 04:00 PM. The successful bidder shall schedule delivery dates after confirmation from the user department.

16. It is the responsibility of the bidder to supply the material safely to ICAT without any damage. In case of any damage during transit, damaged material will not be accepted.
17. **Valid E-way bill:** Material needs to be delivered along with valid E-way bill and within the validity of e-way bill.
18. The bidder is required to sign each page of each part of this tender document for acceptance of terms and conditions and submit along with the bid.
19. **Billing:** All bills and accompanying documents should be raised and submitted in original, as per the payment terms and should be accompanied by original copies of duly receipted/certified delivery challan/work progress or completion certificate, as applicable. No payment shall be released against any duplicate bills. Work progress report or completion certificate or delivery challan. All applicable taxes such as GST, service tax, works contract tax shall be mentioned separately in the invoice.

Note: It is mandatory for the bidder to comply with the complete technical requirement given in the bid document. In the event the bidder does not comply with the technical requirement, he shall be disqualified, and any deviation proposed on technical requirement from the bidder end will not be considered at all. Disqualified bidders will not be eligible to make any claim. Those bidders who meet our technical requirements will be moved forward for financial evaluation. The order would be awarded to the L1 bidder among the technically qualified bidders.

20. The bidders are expected to carefully examine all the contents of the Tender Document including instructions conditions, terms, specifications and take them fully into account before submitting their Bid. Failure to comply with the requirements as detailed in these documents shall be at the Bidder's own risk. Bids which are not responsive to the requirements of the Tender Document will be rejected.
21. The bidder should furnish Chapter 2 of the Technical Specification on their letterhead with fill-in and submit along with bid. The bidder is requested to quote the products exactly as per the tender specifications. It is important to submit complete technical details, including the brand, specifications, and any technical literature that clearly highlights the specifications, along with the technical bid. A Statement of Compliance should be provided for each item in the prescribed format outlined in the Technical Specification. The compliance statements should be supported by genuine documents. Kindly ensure that each page of the bid, along with any cuts or corrections, is duly signed and stamped by the authorized signatory. Failure to comply with these requirements may lead to the rejection of the bid.
22. **Site Visit:** Bidders are strongly encouraged to visit the project site before submitting their bids. This visit will enable the bidder to assess existing conditions, understand the scope of work, and familiarize themselves with any site-specific requirements. A site visit must be scheduled with the designated project coordinator/representative at least 7 days before the bid submission deadline. The bidder is responsible for arranging the visit and gathering all necessary information regarding site conditions that may impact the execution of the work. Failure to conduct a site visit or to factor site conditions into the bid will be considered a lack of understanding of the project, and no claims for additional costs arising from unvisited site conditions will be entertained.

23. Submission of following documents to ICAT: -

- Original Commercial Invoice.
- E-way Bill
- Consignee LR Copy
- Measurement book with abstract
- Statutory Compliances

24. The contractor must follow the instructions before starting the work and during the work:

- All work to be done at site as per the direction of Engineer in-charge in accordance with site requirement.
- All loading, unloading & shifting at site will be under the scope of successful bidder.
- All aspects of safe delivery shall be the exclusive responsibility of the bidder. ICAT will have the right to reject the material supplied if they do not comply with the specification at any point of use or inspection. If any material or part thereof is lost or rendered defective during transit, the supplier shall immediately arrange for the supply of material or part thereof, as the case may be, at no extra cost.
- The bidder shall ensure that all materials required for the work to be supplied shall be new and free from all defects and faults. Prior approval will be taken from ICAT Site In charge before supply or use the material.
- The brand quoted should not be "end-of-life" or "end-of-sale" products at the time of bid submission. Should the quoted brand become unavailable at the time of delivery, the bidder will kindly replace or substitute the quoted brand with a superior alternative at no additional cost. (with the consent of Site-In charge of ICAT).
- The successful Bidder should make his own arrangement to obtain all materials required for performing, executing and implementing the Works.
- All tools and consumable items to complete the work will be in scope of the bidder.
- All safety measures will be taken by the contractor during work and all safety equipment such as safety helmet, safety shoes, safety belt, safety goggles etc. (as applicable) will be in scope of contractor and must be used during the work.
- It is the responsibility of the bidder to keep the material safe at ICAT site.
- It is the responsibility of the bidder to keep the site safe and clean as much as possible.
- After the completion of the project, the site should be neat and cleaned before handover.

25. The contractor must follow the procedure for approval and permission.

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

26. Performance bank guarantee:

- Within fifteen [15] days from the date of acceptance of the LoA/contract on GeM, the Successful Bidder shall execute a Performance Bank Guarantee as per Form V, from any branch at Delhi/NCR of Indian scheduled Bank, for an amount equivalent to the 5% of the contract value, which shall be kept valid for the entire period of warranty, delivery & thereof i.e. 27 months from the date of acceptance of work. The PBG shall be made in INR only.
- The Performance Bank Guarantee of the Successful Bidder will be invoked and forfeited if the Successful Bidder fails to comply with the conditions of Contract
- The above Bank Guarantee to be issued/endorsed by any branch of Delhi/NCR and should be consisting of Full Address of the bank along with contact details i.e. name, contact no., fax no. & e-mail id of the responsible person issuing the BG.
- No interest will be paid by ICAT on the Performance Bank Guarantee (PBG)
- Performance Bank Guarantee shall be refunded within 30 days of the successful completion of the Warranty Period of equipment

27. Warranty / defect's liability period

- The bidder guarantees the completed works against defects arising from faulty materials, workmanship, or design for a minimum period of Twenty-Four (24) months commencing from the date of handing over the site to the Employer
- During this Defects Liability Period, the Bidder shall, at their own cost and to the satisfaction of the Employer, promptly rectify, repair, or replace any defects, deficiencies, or faults that arise in the works
- Should the Bidder fail to remedy such defects within a reasonable time after written notice from the Employer, the Employer reserves the right to engage a third party to carry out the necessary repairs
- All Cost, losses, damage, and expenses incurred by the Employer in connection with such remedial work shall be recoverable from the Bidder, either by deduction from payments due or by appropriation from retention money. If such amounts are insufficient, the Employer may recover the balance from the Tenderer through any lawful means.

28. Billing Address: International Centre for Automotive Technology, Plot No. 26, Sector – 3, HSIIDC, IMT Manesar, Gurugram 122050, GST No. 06AABAN9435G2ZI

29. Project Site: International Centre for Automotive Technology, Plot No. 26, Sector – 3, HSIIDC, IMT Manesar, Gurugram 122050, GST No. 06AABAN9435G2ZI

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

Mr. Pradeep Saroha – Civil Department

Contact No. +91 7015491190

Mail ID: pradeep.saroha@icat.in

Ms. Smita Sharma – Civil Department

Contact No. +91 8800682288

Mail ID: smita@icat.in

Chapter 6

Instructions To Bidders

1. Submission of Quotation and Technical Documentation: The bidder shall submit a comprehensive quotation strictly in accordance with the detailed Scope of Work and Services outlined in “Chapter - 2” of the NIT document. The quotation must include both the technical and financial components as prescribed in the tender.

2. Pre-Bid Meeting Conditions

1.1 Pre-Bid Meeting shall be held to address queries and provide clarifications regarding the scope of work, technical requirements, and the bid submission process.

➤ Venue: ICAT

➤ Mode: Physical Meeting

All interested bidders are encouraged to attend the pre-bid meeting to seek necessary clarifications before submission of their bids.

2.2 Submission of Pre-Bid Queries

Bidders are required to submit their queries, if any, in writing to pradeep.saroha@icat.in, smita@icat.in, sonu.chopra@icat.in & javed.rahi@icat.in. Bidders are required to submit their queries (if any) in writing within 2 days prior to the pre-bid meeting date.

Queries should be submitted in the following format:

Sl. No.	Clause No.	Existing Provision	Query/Suggestion
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2.3 Clarifications and Amendments

➤ Clarifications and responses to the pre-bid queries shall be issued in the form of a Corrigendum/Addendum and uploaded on CPP Portal & ICAT Website.

➤ The corrigendum shall form an integral part of the tender document and must be duly considered while submitting the final bid.

2.4 No Individual Communication

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

2.5 Non-Mandatory Attendance

➤ Attendance at the pre-bid meeting is not mandatory for bid submission. However, it is strongly recommended to attend for a complete understanding of the requirements.

2.6 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.

2.7 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.

3. 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 specifications and eligibility criteria as outlined in the tender document and Chapter – 2 & 3. **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 via CPPP.

3.1 Evaluation Process

- Stage 1 – Technical Evaluation: The Technical Bids shall be opened and evaluated first. Only those bidders who meet all mandatory requirements and 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.

- 4 **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 e-procurement 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.

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

Mr. Pradeep Saroha – Civil Department

Contact No. +91 7015491190

Mail ID: Pradeep.saroha@icat.in

Ms. Smita Sharma – Civil Department

Contact No. +91 8800682288

Mail ID: smita@icat.in

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) complement the corresponding clauses in the Tender. Whenever there is a conflict, the provisions herein shall prevail over those in the tender.

Item	Data
Terms of Payment	As per clause 4 of other technical condition of chapter 5
Payment Schedule	As per clause 4 of other technical condition of chapter 5
Warranty Period, counted from Acceptance	2 Years (As per clause 5 of ICAT term & Technical Condition of chapter 5)
Liquidity Damages	The work/service should be completed strictly as per time limits specified in the work contract/agreement, failure to complete the work/service within the stipulated time will make you liable to an unconditional penalty of 0.5% (Half Percent) of the value of work per week subjected to a maximum of 10% (Ten Percent) of the work contract.
Performance Bank Guarantee (PBG)	Within fifteen [15] days from the date of acceptance of the PO, the Successful Bidder shall execute a Performance Bank Guarantee (format of PBG shall be as per Form V of this ATC), from any branch at Delhi/NCR of Indian scheduled Bank, for an amount equivalent to the 5% of the contract value to cover the delivery/work period as well as warranty period. The PBG should be made in INR only for a period of 27 months.
Address For Recipient's Communications	Purchase Department International Centre for Automotive Technology Plot No # 26, Sector-3, HSI IDC, IMT Manesar, Gurgaon-122050
Method of Bid Evaluation	Segregated

घोषणाएँ/Declarations

Form-I

{Format for each of the Declaration to be typed on bidder's letter head separately and to be submitted in the tender document}

DECLARATION-1

(Declaration regarding Make in India)

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum local content (____%) as defined in above orders against Tender/Enquiry No. _____

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

(Signature of the bidder with seal/ rubber stamp)

DECLARATION-2

(Declaration regarding compliance of Rule 144 (xi) of GFR 2017)

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

Authorized Signatory

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

Thanking You,

Your Faithfully,

Seal of Organization & Signature of Authorized Signatory

DECLARATION -3

This is to certify that neither we/any of us/ are/is in any way related to any employee in the International Centre for Automotive Technology (ICAT).

Dated :

Place :

(Signature of the bidder with seal/ rubber stamp)

DECLARATION -4

I/We having our office as mentioned below and declare that I/we have never been blacklisted/De-registered/debarred by any Departments/Ministries of the Govt. of India or of any State Government, PSU or Any Reputed Private Organization/Institution in India, for which we have executed/undertaken the works/services during the last 3 Years

Signature :

Name :

Designation :

Name of the Bidder :

Address of the Bidder :

Date :

Place :

ठेके की जानकारी/DETAILS OF CONTRACTS

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

Sr. No	Details of client along with address, contact details (telephone, email, website, fax etc)	Amount of contract (Rs.)	Duration of contract	
			Order received date	Date of Installation with contract period
1.				
2.				
3.				

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

Signature of authorized person

Date:

Name:

Place:

Seal:

विक्रेता जानकारी फॉर्म/VENDOR INFORMATION FORM (VIF)

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	Nature of Business (Product/Services)	
5	Name of Proprietor/Partners/Directors of Firm/Agency	
6	Company Establishment Year	
7	Whether registered with NSIC/Startup/MSE/SSI (Please enclose relevant self-attested photocopy of Certificates)	
8	Bidder Bank Details (Please attached cancelled cheque):	
	Name of Account Holder	
	Account Type (Current/Savings)	
	Complete A/c No.	
	Name of Bank	
	Name of the Branch with Complete Address	
	IFSC Code of the Branch	
	9 Digit MICR Code of the Branch	
9	Legal status of the bidder such as Company, partnership/proprietorship concern, etc.	
10	GST Registration No.	
11	Permanent Income Tax Number (PAN) No.	

(Seal of Organization & Signature of Authorized Signatory)

Date

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	Declaration regarding blacklisting or otherwise by the government departments as given in Form III	
10	Tender duly signed and stamped as proof of having read the contents therein and in acceptance thereof should be enclosed	
	Any other information document: Please specify	

Proforma for Performance Bank Guarantee
(To be executed on non-Judicial stamped paper of an appropriate value)

WHEREAS International Centre for Automotive Technology (ICAT) having its corporate office at Plot No. - 26, Sector – 3, HSIIDC, IMT - Manesar, Gurugram - 1220050, Haryana (India) (hereinafter referred to as **“The Owner”** which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) 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 New Delhi for an amount equal to 10% (Ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the **“Guaranteed Amount”**) against due and faithful performance of the Contract from the post-commissioning stage of the Works under the Contract, including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the Works being performed and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Warranty Period including any extension thereof.

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

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

reasons of time being given to the Contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

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

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

Date:

Details of the Bank Official:

Name of the Bank Official:

Address of the Bank:

Contact No.:

Fax No.

E-mail ID:

Corporate Seal of the Bank

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