बिड संख्या/Bid Number: GEM/2026/B/8018948
दिनांक /Dated: 09-09-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	21-09-2026 21:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	22-09-2026 21:00:00
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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :chitra.hans@nabindia.in Buyer Email id: buyer5.dhi.hr@gembuyer.in
वस्तु श्रेणी /Item Category	Hiring of Consultancy Services - Percentage based - Appointment of Designated Execution Agency (DEA)/CPSE for project management consulting at ICAT Centre-I & II, Manesar (Haryana) or any other location with the approval of Director ICAT; Tender Prep..
अनुबंध अवधि /Contract Period	3 Year(s)
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)
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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**	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	2
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	Yes
रिवर्स नीलामी योग्यता नियम/**RA Qualification Rule**	H1-Highest Priced Bid Elimination
बिड का प्रकार/**Type of Bid**	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	2 Days
मूल्यांकन पद्धति/**Evaluation Method**	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / **Financial Document Indicating Price Breakup Required**	Yes
मध्यस्थता खंड/**Arbitration Clause**	No
सुलह खंड/**Mediation Clause**	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

1. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

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

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Detail of the Project to be managed by Service Provider:1788966391.pdf

Profile of Consultants:1788966401.pdf

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
15-09-2026 11:00:00	International Centre for Automotive Technology, Plot No. 26, Sector-3, HSIIDC, IMT Manesar, Gurugram-122051

Hiring Of Consultancy Services - Percentage Based - Appointment Of Designated Execution Agency (DEA)/CPSE For Project Management Consulting At ICAT Centre-I & II, Manesar (Haryana) Or Any Other Location With The Approval Of Director ICAT; Tender Prep.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Appointment of Designated Execution Agency (DEA)/CPSE for project management consulting at ICAT Centre-I & II, Manesar (Haryana) or any other location with the approval of Director ICAT
Consultant's Profile	Tender Preperation, Bid Process Management, Project Mangement
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

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परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.No.	परेषिती/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	• Estimated Value of Project to be Managed (inclusive of GST) : 750000000

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

1. **Generic**

   OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   Project Detail : **Appointment of Designated Execution Agency (DEA) for project management consulting at ICAT Centre-I & II, Manesar (Haryana) or any other location with the approval of Director ICAT.**

   Performance Security : The DEA shall furnish a Performance Bank Guarantee (PBG) to ICAT equivalent to 3% of the project value on a case-to-case basis. The PBG shall be submitted within 15 days from the date of award of the contract for equipment, solutions or services by DEA to successful bidder, following due process

   .

3. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.

3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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 General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is

contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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)

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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 **Limited Bidding Process** and **Two-Bid System (Technical Bid and Financial Bid) from eligible competitive, qualified, and experienced Public Sector Undertakings (PSUs) / Central Public Sector Enterprises (CPSEs)** for **"Appointment of Designated Execution Agency (DEA)/CPSE for project management consulting at ICAT Centre-I & II, Manesar (Haryana) or any other location with the approval of Director ICAT for a period of 3 years extendable by additional 2 years on same& terms & conditions.**

Tender Activity Schedule

Project Detail	**Appointment of Designated Execution Agency (DEA)/CPSE for project management consulting at ICAT Centre-I & II, Manesar (Haryana) or any other location with the approval of Director ICAT** **Scope shall include** **1. Understanding functional and technical requirement of ICAT.** **2. Preparing Tender including technical, functional, Commercial requirements in line with GFR (such as transparency, efficiency and competition/GoI guidelines/Organization's prevailing Board-approved Procurement Policy, procedures, and applicable statutory/regulatory requirements.** **3. Finalization and placement of PO.** **4. Project execution and deliveries as per ICAT requirements.** **5. Acceptance and Testing** **6. Payments to suppliers will be made on a case-by-case basis, as specified in the applicable tender in line with GFR/GoI guidelines.** **7. Post implementation warranty and AMC as per ICAT requirements** **8. The DEA shall be responsible for coordinating and facilitating audit-related matters pertaining to the activities, records, and deliverables falling within its defined scope of work. The DEA shall maintain and provide access to project-related records and documentation under its custody and shall facilitate inspections, audits, and reviews by ICAT, as applicable.** **The DEA shall be responsible for responding to audit observations, queries, and requirements to the extent they relate to its own scope of work, actions, omissions, or records maintained by it.**
	ICAT may execute the tenders for goods and services through appointed DEA but not limited to IT hardware & software, Audio Video, Security Surveillance solution and electronics products, interactive panels, active LED displays, projectors, interiors & fitouts, Ai solutions, Light and sound show, Digital museums, e-kiosks Electrical work, Automation products Facade illumination & projection system , Building management system, access control system, Air conditioning & energy management solutions, solar power generation, battery storage and monitoring solutions, Laser curtains, Board Room Solutions, Drone and Anti Drone, instrumentation and automation related works within the duration of the contract. DEA shall be responsible for warranty if any after the contract.
Detailed Scope of Work	**Please Refer *"Chapter - 1"***

Additional Terms and Conditions (ATC)

Project Site	**International Centre For Automotive Technology** **Centre – 1, Plot No. 26, Sector – 3, HSIIDC, IMT Manesar, Gurugram – 122051 (Haryana)** **Centre – 2, Plot No. 1, Sector – M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram – 122051 (Haryana) or any other site location with**
The Last Date of Receipt of Queries if any,	**Submission of Pre-Bid Queries** Bidders are required to submit their queries, if any, in writing to jyoti.mahapatra@icat.in, prem.purang@icat.in & javed.rahi@icat.in ***by 11/09/2026 up to 1700 Hrs.***
Date for Clarification Meeting	**Pre-Bid Meeting** shall be held to address queries and provide clarifications regarding the scope of work, technical requirements, and the bid submission process. ➢ **Date and Time : As per GeM.** ➢ **Venue:** ***PE Meeting Room, International Centre for Automotive Technology (ICAT), Plot No. 26, Sector – 3, IMT Manesar, Gurugram – 122051, Haryana*** ➢ **Mode:** ***Physical or Virtual Meeting*** All interested bidders are encouraged to attend the pre-bid meeting to seek necessary clarifications before submission of their bids.

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

Chapter - 1

Additional Terms and Conditions (ATC)
Detailed Scope of Work/Services

1. **Name of Work: Appointment of Designated Execution Agency (DEA)/CPSE for project management consulting at ICAT Centre-I & II, Manesar (Haryana) or any other location with the approval of Director ICAT.**
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, procurement, and execution of installation at ICAT, Manesar. The DEA shall be responsible for delivering fully completed, tested, and commissioned equipments in conformity with approved technical specifications, applicable statutory provisions, Government guidelines, and prevailing industry standards. The scope shall also include ensuring quality assurance, safety compliance, and timely delivery and installation of the equipments. The DEA shall work in close coordination with the ICAT technical team, which shall facilitate and support the procurement.

3. Scope of Work

3.1 The Designated Executing Agency (DEA) shall undertake preliminary site surveys, preparation of detailed BOQ, cost estimates and tender document for goods and services as may be required by ICAT.

3.2 DEA shall undertake any other responsibilities as may be assigned by ICAT from time to time in relation to the project.

3.2.1 **Design Deliverables and Compliance**

3.2.1.1 The DEA shall prepare cost estimates, and Notice Inviting Tender (NIT) documents for engagement of supplier. Detailed cost estimates shall include item-wise specifications and quantities based on equipment requirements

3.2.1.2 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.

3.2.1.3 Responsibility Matrix

Sl. No.	Activity	Prepared By	Reviewed/Recommended By
1	Administrative Approval and Expenditure Sanction	DEA	ICAT
2	Detailed Estimates and Technical Sanction	DEA	DEA
3	Floating and Award of Work	DEA	DEA
4	Contract Execution	--	DEA
5	Handling Over Infrastructure	DEA	ICAT

3.2.1.4 Ensure presence/representation during the warranty period in order to resolve the concern.

3.2.1.5 Handle and resolve all contractual disputes with contractors/suppliers, including arbitration proceedings, if any

3.2.1.6 Ensure that the project is completed within the approved budget without cost overruns

3.2.1.7 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.

3.2.2 **Interface Coordination**

3.2.2.1 The DEA shall coordinate closely with ICAT representatives for planning and execution of the project.

3.2.2.2 The DEA shall coordinate with the ICAT Technical Team regarding procurement, supply, installation, and commissioning of equipment, and shall organize regular progress review meetings.

3.2.2.3 The DEA shall conduct periodic site and coordination meetings with all stakeholders to ensure timely execution and resolution of issues.

3.2.2.4 The DEA shall maintain proper documentation of all communications, decisions, and Minutes of Meetings (MoMs) for record and audit purposes.

3.3 **Tendering for Appointment of Supplier**

3.3.1 **Tender Publication and Bid Management**

3.3.1.1 DEA shall prepare tender documents for engagement of supplier. The tender documents shall be prepared in line with General Financial Rules (GFR), 2017 (***(such as transparency, efficiency and competition/GoI guidelines)***, and CVC guidelines, as amended from time to time.

3.3.1.2 The DEA shall invite tenders in line with GFR 2017 ***(such as transparency, efficiency and competition/GoI guidelines*** 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

3.3.1.3 The tenders shall be floated in line with the applicable GFR guidelines(such as transparency, efficiency and competition/GoI guidelines /Organization's prevailing Board-approved Procurement Policy, procedures, and applicable statutory/regulatory requirements. The DEA shall be responsible for preparation, publication, and finalization of tender documents. Inputs from ICAT may be incorporated, wherever required.

3.3.1.4 While drafting of the tender, DEA must ensure the compliance w.r.t. government of India (GOI) rules and guidelines issued and updated from time to time.

3.3.2 **Bid Evaluation and Award**

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

3.3.2.2 In case the discovered cost is within the approved estimates, the DEA may proceed with award of work, subject to due approvals. In case the discovered cost exceeds 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.

3.3.2.3 Upon approval of the Competent Authority, the DEA shall award the contract to the successful bidder.

3.3.2.4 The DEA shall obtain the Performance Bank Guarantee (PBG) from the supplier.

3.3.3 **Execution**

Project Scope : Appointment of Designated Execution Agency (DEA)/CPSE for project management consulting at ICAT Centre-I & II, Manesar (Haryana) or any other location with the approval of Director ICAT

3.3.3.1 The DEA shall deploy adequate manpower at site and ensure end-to-end management of the project, including but not limited to:

a. Coordination and Documentation
b. Communication Management
c. Contract Management
d. Material, Safety, and Quality management
e. Monitoring of progress against milestones
f. Completion in accordance with contract requirements

3.3.3.2 The DEA shall coordinate with ICAT and equipment suppliers for timely delivery, installation planning.

3.3.3.3 The DEA shall maintain continuous coordination with the ICAT Technical Team for all inputs related to equipments.

3.3.3.4 The DEA shall submit progress reports to ICAT.

3.3.3.5 (Check English/content of this clause) 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, forfeiture or release of Performance Bank Guarantees (PBGs), Earnest Money Deposits (EMDs), and other related contractual actions, up to project completion.

3.3.3.6 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.

3.3.3.7 The DEA shall maintain complete project records, and documentation for audit and inspection for the entire codal life inline with applicable Government guidelines.

3.3.4 **Completion and Handover**

3.3.4.1 The DEA shall ensure commissioning and handover of complete equipments in fully functional, compliant, and ready-for-use condition, suitable for installation of equipment. The DEA shall also be responsible for rectification of any issues arising during equipment installation and commissioning.

3.3.4.2 The DEA shall be responsible for monitoring and managing all financial instruments, including PBGs and other securities, till final closure of the project or warranty period whichever is later.

3.3.5 **Final Billing**

3.3.5.1 Performance Bank Guarantees (PBGs) shall be retained and monitored by the DEA throughout the warranty period.

3.3.5.2 The DEA shall process supplier's bills strictly in accordance with the terms and conditions of the contract.

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

3.3.6 **Legal and Contractual Oversight**

3.3.6.1 The DEA shall be responsible for handling all contractual and legal matters arising during execution, including dispute resolution, arbitration proceedings, and related legal actions, up to completion of the Warranty Period.

4. Financial Terms

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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 equipments/solutions/services.

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 tender preparation, processing of tender, award of contract, project management, supervision, coordination, and all allied and incidental services required for successful execution and completion of the project.

4.2 **Payment Terms to DEA**

4.2.1 Payments shall be released based on below milestone:

a) 60% payment shall be released after receipt of defect free equipments at ICAT Site alongwith proportionate DEA Fees.

b) 20% payment shall be released after successful Installation and Commissioning alongwith proportionate DEA Fees

c) Balance 20% payment shall be released after final acceptance of the equipments alongwith proportionate DEA Fees.

4.2.2 "***DEA Fee***" shall mean the percentage fee quoted by the bidder and accepted by ICAT as per the financial bid.

4.2.3 The DEA shall furnish a ***Performance Bank Guarantee (PBG) to ICAT equivalent to 3% of the project value on a case-to-case basis. The PBG shall be submitted within 15 days from the date of award of the contract for equipment, solutions or services by DEA to successful bidder, following due process.***

4.3 **Payment for Execution Works (Contractors)**

4.3.1 The DEA shall submit to ICAT, 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 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 Bill.

4.3.2 The DEA shall be responsible for verification, certification, and processing of such bills in accordance with contractual provisions and applicable rules.

4.3.3 The DEA shall ensure timely payment to supplier to avoid delay in execution.

4.3.4 Upon receipt of funds from ICAT, the DEA shall ensure immediate release of payments to supplier without undue delay.

4.3.5 The successful bidder/ supplier shall furnish a Performance Security in the form of a Performance Bank Guarantee (PBG), in favour of the Designated Executing Agency (DEA), valid for the entire warranty period, in accordance with the provisions of the contract.

4.3.6 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.

4.3.7 All payments, certifications, and financial decisions shall be subject to approval of the Competent Authority of ICAT.

4.3.8 All financial transactions shall be governed by applicable provisions of GFR 2017 and other Government of India financial rules.

5. Statutory, Government & Industry Compliance Requirements

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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
- MEITY compliance
- Fire safety and electrical safety standards as applicable (BIS/NBC/NFPA/State regulations)
- Environmental regulations

6. Audit and Reporting Requirements

6.1 The DEA shall be responsible for coordinating and facilitating all audit-related matters (including Internal Audit, Statutory Audit, CAG Audit, CVC references, and Ministry audits) pertaining to the activities, records, and deliverables falling within its defined scope of work. The DEA shall maintain and provide access to project-related records and documentation under its custody and shall facilitate inspections, audits, and reviews by ICAT, as applicable.

6.2 The DEA shall be responsible for responding to audit observations, queries, and requirements to the extent they relate to its own scope of work, actions, omissions, or records maintained by it.

6.3 The DEA shall facilitate inspections and reviews by ICAT.

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: Mr J R Mahapatra – PE Department
Contact No. +91 9871949092 (Mobile)
Email ID: jyoti.mahapatra@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 and submitted in the formats and manner prescribed in the tender documents. The Technical Bid shall include duly signed and stamped this ATC document, all requisite documents, 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:** DEA are strongly advised to undertake a site visit prior to floating of equipment tender. 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 before the floating of equipment tender. 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.

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.

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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 concerned technical representative.

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 and Time : As per GeM**
- **Venue:** ***Maintenance Dept, 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 jyoti.mahapatra@icat.in, prem.purang@icat.in & javed.rahi@icat.in by *11/09/2026 up to 1700 Hrs.***
- **Queries should be submitted in the following format (*Form – IX*):**

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.

Additional Terms and Conditions (ATC)

6.5 **Binding Clarifications Only Through Corrigendum**

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

6.6 **No Suggestions or Deviations Post Submission Deadline**

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

7. Submission of Bids - Bidders are required to submit their bids in two separate parts as detailed below:

- **Part I – Technical Bid:** This shall include all relevant documents and information demonstrating the bidder's compliance with the technical requirements and eligibility criteria as outlined in the Tender/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.

8. Evaluation Process

- **Stage 1 – Technical Evaluation:** The Technical Bids shall be opened and evaluated first. Only those bidders who meet all mandatory requirements and obtain the minimum qualifying marks, including full marks in technical capability (as applicable), shall be deemed technically qualified.
- **Stage 2 - Financial Evaluation:** The Financial Bids of only the technically qualified bidders will be opened and considered for further evaluation. Financial Bids of bidders who fail to qualify in the technical stage shall be returned unopened or disqualified from further consideration.

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

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

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Chapter – 3

Technical Evaluation Parameters

A. Technical Evaluation Criteria (Total Marks: 100)

SI No.	Evaluation Parameter	Criteria / Description	Marks	Min. Qualifying Marks	Documents Required
1	**Financial Capability**	**Financial Capability (Maximum 25 Marks)** The Bidder shall have an average annual turnover of at least INR 100 Crore during the last three (3) completed financial years (FY 2023–24, 2024–25 and 2025-26). ➢ ≥ INR 100 Cr ≤ 110 Cr: 15 Marks ➢ ≥ INR 110 Cr ≤ 120 Cr: 20 Marks ➢ > INR 120 Cr: 25 Marks	**25**	**15**	Audited Balance Sheets/CA Certificate (with UDIN)
2	**Technical Capability – Similar Works**	**Technical Capability – Similar Works (Maximum 15 Marks)** The Bidder shall have successfully executed similar services in the last five (5) financial years meeting any one of the following: ➢ **Category I**: 3 works ≥ INR 3 Cr each; **or** ➢ **Category II:** 2 works ≥ INR 5 Cr each; **or** ➢ **Category III:** 1 work ≥ INR 10 Cr **Supporting Documents:** Work orders and completion certificates issued by the Clients.	**15**	**15**	Work Orders and Completion Certificates issued by Client
3	**Experience in Government Projects**	**Experience in Government Projects (Maximum 25 Marks) -** The Bidder shall have at least **5 years of experience** in execution/handling of Govt tenders involving IT works ➢ 5–7 years: 15 Marks ➢ >7–10 years: 20 Marks ➢ >10 years: 25 Marks	**25**	**15**	Work Orders and Completion Certificates
4	**Personnel Capability**	**The Bidder shall demonstrate adequate in-house manufacturing & testing facility for IT/IOT related Products & capacity to ensure quality manufacturing at OEM**	**15**	**15**	Documentary evidence of factory licence to be provided.

5	**Net worth**	**Bidder must have positive net worth as on date of bid submission date**	**20**	**20**	Net worth certificate issued and certified by a practicing Chartered Accountant alongwith last audited balance sheet and Profit and Loss Account
Total Marks			**100**	**80**	

Notes:

1. **"Similar Works"** shall mean Project Management/Execution of IT projects involving planning, design coordination, and execution of tenders 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 **80 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.

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

- 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

C. Bid Evaluation Process

The bidding evaluation process will be as follows:

- Technical Bid Opening: Technical bids shall be opened virtually through GeM. After opening of the technical bids, the same will be forwarded to the concerned technical committee for evaluation of the bids.

- Technical Bid Evaluation

a) During the technical bid evaluation process, ICAT may ask clarifications to the bidder through GeM, for confirming and consolidating their technical offers.

b) All such clarifications are required to be answered by the bidder through GeM within the specified time. The signed copies of the same need to be uploaded on GeM and shall be deemed to be part of the tender documents.

c) All valid bids shall be evaluated to arrive at Technical Score and the technically qualified bids shall be determined, as specified in "Chapter 3" of this ATC.

- Financial Bid Opening

a) The Financial Bids of all the technically qualified Bidders shall be opened on GeM virtually.

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b) No Bidder shall be allowed to propose/carry out any revision / correction / modification in his Price Bid offer. Only ICAT can ask for such revisions from all, in view of the boundary conditions like change in the scope of supply etc. during the technical bid evaluation period.

c) No bidder shall contact ICAT on any matter relating to their tender during the whole tendering process i.e. from submission of bids to award of work. If the bidder wishes to bring additional information to the notice of the ICAT, shall be done in writing. However, all bidders are strictly advised to furnish all material information in the tender/ bid itself via a separate document.

d) Any effort by a bidder to influence ICAT in its decision on tender evaluation, tender comparison or purchase order decision will result in rejection of the bidder.

➢ ***Determination of the Successful Bidder***

a) The Lowest financial bid of the technically qualified bids shall be deemed as the successful Bidder ("**Successful Bidder**").

b) In case, the Financial Bid offered by such Bidders are equal, then the Successful Bidder shall be determined by GeM on random basis.

However, ICAT does not undertake to accept the lowest or indeed any bid, in all the above cases

Chapter – 4

Bid Rejection Criteria

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

1. ***Non-Compliance with Bid Security Requirements***
   - *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 100 Crore*** *during the three most recent* ***financial years (FY 2023–24, 2024-25 and 2025–26).*** *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.*

Additional Terms and Conditions (ATC)

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:*
    - ***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 bidding process exclusively from eligible Public Sector Undertakings (PSUs) and Central Public Sector Enterprises (CPSEs) for undertaking end-to-end services but not limited to preparation, publication, and finalization of tender documents. Inputs from ICAT may be incorporated, wherever required. 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 – 5

General Conditions of Contract (GCC)

1. **Scope of Supply/Work: Appointment of Designated Execution Agency (DEA)/CPSE for project management consulting at ICAT Centre-I & II, Manesar (Haryana) or any other location with the approval of Director ICAT**

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 **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 adopt efficient project management practices to achieve timely completion.

3.2 **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.

3.3 **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.

3.4 **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. 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 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 Project Completion:** If the DEA fails to complete the entire scope of work within the stipulated completion period as agreed on case to case basis, LD shall be imposed for the period of delay at the rates specified above.

4.4 **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.

4.5 **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.

4.6 **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.

4.7 **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. Performance Security

5.1 **Submission of Performance Security:** The DEA shall furnish a ***Performance Bank Guarantee (PBG) to ICAT equivalent to 3% of the project value on case to case basis, within 15 days from the date of award of contract for equipments/solutions/services by DEA to successful bidder, following due process.***

5.2 **The Performance security must be** in the form of an unconditional and irrevocable **Performance Bank Guarantee (PBG)** issued by any branch at Delhi/NCR of scheduled commercial bank in India

5.3 **Validity:** The Performance Bank Guarantee shall remain valid for the entire **warranty/contract period applicable to** ***equipments/solutions/services*** **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 warranty period, are duly fulfilled.

5.4 Submission Timeline: The Performance Security shall be submitted within the time period specified in the contract, failing which the award may be liable for cancellation, and other actions may be taken as per tender conditions.

5.5 **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 perform or comply with contractual obligations**; **failure to remedy defects during the contract 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**.

5.6 **Release of Performance Security:** The Performance Security shall be released only after **successful completion of the warranty/contract period**; and **Issuance of a certificate by ICAT confirming satisfactory performance and fulfilment of all contractual obligations by the DEA**.

5.7 **No Interest:** No interest shall be payable by ICAT on the Performance Security amount.

5.8 **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.

6. Subcontracting/Appointment of Contractors by DEA

6.1 **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.

6.2 **Appointment of Supplier for supply of equipments:** The DEA shall be permitted to appoint specialized supplier for supply/execution of required equipments at the site of International Centre for Automotive Technology (ICAT), subject to the following conditions:

- The Equipment supplier shall be engaged by the DEA under its own contractual arrangements.
- Such equipment supplier 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.

6.3 **Responsibility of DEA:** Notwithstanding engagement of any equipment supplier, the DEA shall remain fully and solely responsible for

- Overall project management and execution.
- Quality assurance and adherence to specifications.
- Compliance with timelines and milestones.
- Safety, statutory compliance, and site management.
- Defect rectification during Warranty Period.

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.

6.4 **Prior Approval of ICAT:** The DEA shall obtain prior written approval of ICAT before appointment of any equipment supplier. ICAT reserves the right to

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

6.5 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 is permitted without ICAT approval.
- No assignment or transfer of contractual obligations is made by DEA or its contractors.

6.6 No Employer–Contractor Relationship: The engagement of equipment supplier by the DEA shall not create any contractual, financial, or legal relationship between ICAT and such supplier. ICAT shall have no liability whatsoever towards any such contractor.

6.7 **Compliance with Law and Safety:** The DEA shall ensure that all appointed supplier comply with

- Safety regulations, and statutory requirements.
- Site safety protocols and ICAT instructions.
- Environmental and quality standards applicable.

6.8 **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.

7. 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.

7.1 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.

7.2 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.

7.3 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.

7.4 ICAT shall have the right to monitor, supervise, and inspect all works and activities undertaken by the DEA, including those executed through the equipment supplier shortlisted by DEA. 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.

7.5 ICAT reserves the right to approve or reject any equipment supplier proposed to be engaged by the DEA. ICAT may also direct replacement of any supplier found unsuitable, non-performing, or not complying with contractual requirements, and may impose conditions for their engagement.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 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.

7.13 Without prejudice to the above, ICAT shall be entitled to exercise any other rights available to it under applicable laws, Government procurement policies, which shall be deemed to form part of this Contract.

8. 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.

9. **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, 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 equipment supplier 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 equipment tender.
- 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.

Additional Terms and Conditions (ATC)

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **Governing Law:** This tender and any resulting contract shall be governed by and construed in accordance with the laws of the Republic of India.

17. **Project Site:** ICAT Centre I and II or any other location as per the approval of director of ICAT.

18. **Billing Address**: International Centre for Automotive Technology (Centre – 1), Plot No. 26, Sector – 3, IMT Manesar, Gurugram – 122051 (GST No. 06AABAN9435G2ZI)

19. 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.

20. **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.

21. **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, equipment supplier engaged by DEA, 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.

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.

22. 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 services/equipment tender, 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.

23. Dispute Resolution (Arbitration): In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Authorities inter-se and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. DPE-02/0001/2023-AMRCD-FTS 13578 dated 8th December, 2025 and the decision of AMRCD on the said dispute will be Government binding on both the parties.

24. 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.

Additional Terms and Conditions (ATC)

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 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.

25. **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.

25.1 **"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.

25.2 **"Fraudulent Practice"** means misrepresentation or omission of facts in order to execution of contract.

25.3 **"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.

25.4 **"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.

25.5 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.

25.6 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.

26. **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.

27. **Integrity Clause**

27.1 **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.

27.2 **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.

27.3 **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.

27.4 **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.

27.5 **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.

Additional Terms and Conditions (ATC)

27.6 **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.

28. **Purchase Preference Policies of the Government:** Unless otherwise stipulated in the Tender, ICAT reserves it's right to grant preferences to the following categories of eligible Bidders under various Government Policies/Directives.

i. 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.

ii. 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.

iii. 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

iv. Any other category of Bidders, as per any Government Policies, announced from time to time, if so, provided in the Tender document

29. **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***):

a. Percentage of local content in offered products

b. Place (s) of value addition in India

Note:

i. 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.

ii. 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.

iii. 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.

iv. Non-submission of the same shall render the bid ineligible for further consideration.

30. 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 – 6

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**	**Appointment of Designated Execution Agency (DEA)/CPSE for project management consulting at ICAT Centre-I & II, Manesar (Haryana) or any other location with the approval of Director ICAT**
2	**Variation in Scope/Quantity**	***Refer Clause 2 of Chapter – 5 (General Conditions of Contract)***
3	**Project Completion and Time Schedule**	***Refer Clause 3 of Chapter – 5 (General Conditions of Contract)***
4	**Liquidated Damages**	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 – 5 (General Conditions of Contract)***
5	**Payment Terms**	***Refer Clause 4.2 of Chapter – 5 (General Conditions of Contract)***
6	**Warranty Period**	***Refer Clause 5 of Chapter – 5 (General Conditions of Contract)***
7	**Performance Security**	***The Performance Security shall be for an amount equivalent to 3% (three percent) of the estimated project cost, as specified in the Tender Document.*** ***Refer Clause 6 of Chapter – 5 (General Conditions of Contract)***
8	**Subcontracting**	***Refer Clause 9 of Chapter – 5 (General Conditions of Contract)***

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 **3% (three percent)** of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract from the post-commissioning stage of the Works under the Contract, including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the Works being performed and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Warranty Period including any extension thereof.

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

(i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount.

(ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*]……only).

(iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the Contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

(iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the

Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.

(v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.

(vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.

(vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

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

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

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

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) *Form - XII*	

Additional Terms and Conditions (ATC)

11	**Declaration regarding blacklisting or otherwise by the government departments as given in *"Form III"***	
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**	

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:

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)/CPSE for project management consulting at ICAT Centre-I & II, Manesar (Haryana) or any other location with the approval of Director ICAT under Tender Reference No. ICAT/PE-C2/2026-27/244.

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"
Declaration In Respect of Conflict of Interest

ATC/Tender No. ICAT/PE-C2/2026-27/244

Tender Detail: Appointment of Designated Execution Agency (DEA)/CPSE for project management consulting at ICAT Centre-I & II, Manesar (Haryana) or any other location with the approval of Director ICAT

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	PSU/CPSE
5	CIN/ L L P I N of Firm	
6	GST No. of Firm	
7	Names of all Directors of PSU/CPSE 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 PSU/CPSE? If yes, give names.	

WE HEREBY DECLARE AND CONFIRM THAT no bid has been submitted for the quoted item by any other PSU/CPSE 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 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*

Additional Terms and Conditions (ATC)

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

Additional Terms and Conditions (ATC)

Form "VI"
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: _____

Additional Terms and Conditions (ATC)

Form "VII"

No Deviation Declaration

(To be submitted Original on Bidder Letter Head)

Date: _____

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

Sub: No Deviation Declaration

Dear Sir/ Madam,

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.

Additional Terms and Conditions (ATC)

Form "VIII"

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 been 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 "IX"

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]

Additional Terms and Conditions (ATC)

Form "X"

Format for Annual Turnover

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

Ref: Appointment of Designated Execution Agency (DEA)/CPSE for project management consulting at ICAT Centre-I & II, Manesar (Haryana) or any other location with the approval of Director ICAT under Tender Reference No. ICAT/PE-C2/2026-27/244"

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	2023-24	2024-25	2025-26
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 X"** submitted without valid UDIN shall not be considered.*
2. *Average annual turnover over the last three years **(i.e. 2023-24, 2024-25 and 2025-26)** shall be min. **INR 100 Crore***
3. *Financial turnover: Financial statement / certificate duly signed and stamped from authorized Chartered Accountant with **UDIN No***

Additional Terms and Conditions (ATC)

Form "XI"

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)/CPSE for project management consulting at ICAT Centre-I & II, Manesar (Haryana) or any other location with the approval of Director ICAT under Tender Reference No. ICAT/PE-C2/2026-27/244**.", I/we hereby confirm that, I/We have read the clause as mentioned in the tender document mentioned above regarding restrictions on procurement from abidder of a country which shares a land border with India and on sub-contracting to contractors fromsuch countries.

I/We certify that we/our Collaborator/JV Partner/Consortium member/Assignee are/is not from sucha 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 & Signatureof Authorized Applicant

Additional Terms and Conditions (ATC)

Form "XII"

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 percentage …….being offered/quoted against aforementioned tender by M/s_____..... , the same is in compliance withMinistry 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……