



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2025/B/5898417  
Dated/दिनांक : 01-02-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	24-02-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	24-02-2025 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	National Automotive Board
क्रेता ईमेल/Buyer Email	buyer1.dhi.hr@gembuyer.in
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	Coriolis Mass Flow Meter (Q3)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	50 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *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

**Bid Details/बिड विवरण**

<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	Yes
<b>Past Performance/विगत प्रदर्शन</b>	50 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	5 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	1600000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
EMD Amount/ईएमडी राशि	32000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	31

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

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

**Beneficiary/लाभार्थी :**

Director ICAT

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

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

4. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

5. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

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.

6. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 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.

7. 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.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

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

Price Breakup - [1738404009.xlsx](#)

**Coriolis Mass Flow Meter ( 2 pieces )**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Generic	<b>Transmitter</b>	Digital Type
	<b>Structure</b>	Integrate Type
	<b>Sensor</b>	Micro-bend Series
	<b>Explosion proof</b>	General Type
Technical Specifications	Max Flow Range (kg/h)	4-800
	Repeatability	+/- 0.05%
	<b>DN (mm)</b>	50
	Nominal Pressure (MPa)	4.0
	Process connection	Thread (Customized)
	Accuracy	0.1%

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Power supply	24V DC
	Output Interface	RS-485
Test Reports	Availability of test report from central Govt/ NABL/ILAC accredited lab covering all parameters	Yes, No
	Copies of test Reports/certificates and other certifications to be furnished to buyer on demand at time of supplies	Yes, NA

**Additional Specification Parameters - Coriolis Mass Flow Meter ( 2 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
PNG (Piped Natural Gas) Flow Meter (Range 0.5 to 50 KG/HR)	For Complete Technical Specification Please Refer Attached ATC Document. Failure to comply with these requirements may lead to the rejection of the bid.
PNG (Piped Natural Gas) Flow Meter (Range 2 to 150 KG/HR)	For Complete Technical Specification Please Refer Attached ATC Document. Failure to comply with these requirements may lead to the rejection of the bid.

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	2	147

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

**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 % of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

## 2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

## 3. Warranty

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

## 4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.

13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**





**Additional Terms & Conditions (ATC)**

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**Additional Terms & Conditions (ATC)**

**Annexure - A**

**Detailed Technical Specification and Scope of Work**

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB), Govt. of India, hereby invites a proposal for “Supply, Installation, Testing & Commissioning of 2 Nos. PNG (Piped Natural Gas) Flow Meter for engine testing in ETL Lab at ICAT Centre - 1, Manesar (Haryana)”.

The specifications governing the design, manufacture, testing, packaging, and accessories shall be as follows:

**Detailed Technical Specifications of PNG flow meter- 2 No's.**

**1. Flow Meter Required:**

- Flow Meter 1- Range (0.5 to 50) Kg/Hr. and,
- Flow Meter 2- Range (2 to 150) Kg/Hr.

**2. Working principle: Coriolis**

**3. Measurement: Continuous**

**4. Accuracy: should be less than +/-2% of the reading.**

- for 50 Kg/Hr. (+/-2% of reading in range of 8-50 Kg/Hr.)
- for 150 Kg/Hr. (+/-2% of reading in range of 15-150 Kg/Hr.)

**5. Precision: ± 1 per cent of full scale or better.**

**6. Operating pressure: up to 5 bar(max).**

**7. Pressure drops across the meter: ≤ 80kpa at maximum flow for both of flow meters.**

**8. Operating temperature: 10 to 50 deg. C in test cell.**

**9. Medium temp. range: -10 deg C to 60 deg C.**

**10. Rise time: - should be less than 5 seconds (as per AIS 137 part 4).**

**11. Measuring tube material: - S.S. or better which shall not react with flowing gas.**

**12. Analog output: 4-20 mA or 0-10V.**

**13. Power Supply: AC supply 220V or dedicated DC 12V or 24V supply.**

**14. Output: Analog and Digital both.**

**15. Analog data frequency: 1hz or better.**

**16. Parameters to read: Totalized mass, instantaneous mass flow rate in Kg/Hr. temperature in Deg C.**

**17. Calibration certificates: Traceable to National / International standards are required.**

- **Parameters to read: Totalized mass, instantaneous mass flow rate in Kg/Hr., temperature in deg C.**

### **Additional Terms & Conditions (ATC)**

- **Accessories:** - process connections, output Analog cables (15m), operating manuals (English), power cables, safety guards (if any) should be provided with these 2 flow meters.
- No additional software should be required for the operation of flow meters.
- A minimum on-site warranty of 24 Months from the date of successful installation, testing and commissioning.
- Onsite warranty should include free replacement of faulty sensor, transmitter, cables, supply during the warranty period.
- The bidder must include a warranty declaration letter on the OEM's letterhead with the bidding documents, confirming that the product offered has a minimum 24-month warranty against any manufacturing defects.
- The manufacturer should be ISO 9001:2015 certified.
- The manufacturer/principal company should have experience of manufacturing flow meters for more than 5 Years.
- Minimum 2 Feedback from previous clients regarding the manufacturing quality and service provided.

### **Other Technical Conditions:**

1. **Warranty Condition:** The PNG (Piped Natural Gas) Flow Meter shall be provided with a comprehensive on-site warranty for a duration of 24 Month's, commencing from the date of successful installation, testing, and commissioning. During the warranty period, the supplier shall, at no additional cost to the purchaser, provide free repair or replacement of any defective parts, including the heat exchanger, resulting from manufacturing defects or material failure. The warranty shall encompass labor, transportation, and all other costs associated with the repair or replacement of defective components. Any defects identified within the warranty period must be rectified promptly to ensure the continued proper functioning of the PNG (Piped Natural Gas) Flow Meter. The successful bidder shall submit a warranty declaration, on the OEM's letterhead, confirming the 24 Month's Warranty Coverage against any manufacturing defects. This

**Additional Terms & Conditions (ATC)**

warranty shall not extend to damages arising from misuse, improper handling, or unauthorized modifications.

2. **Project Completion Period (Inclusive of Delivery, Installation, Testing and Commissioning Activity):** The successful bidder shall ensure that the delivery of the PNG (Piped Natural Gas) Flow Meter, along with all necessary testing, installation, and commissioning, is completed in full within **147 Days (21 Weeks)** from the date of receipt of the Purchase Order (PO) or Notice to Proceed (NTP), whichever is applicable. The supplier shall also provide all required warranty documents at the time of delivery. The entire process, including the provision of warranty documentation, must be completed within the specified timeframe. Any delays beyond the stipulated period will be subject to penalties as per the terms outlined in the tender.
3. Bidders are required to submit their quotations strictly in accordance with the specifications outlined in the tender. Complete technical details, including the brand, specifications, and relevant technical literature that clearly highlight the specifications of the PNG (Piped Natural Gas) Flow Meter, must be provided along with the technical bid. A Statement of Compliance, formatted in alignment with the Technical Specifications, must be submitted for each item offered. These compliance statements must be supported by authentic and verifiable documentation. Additionally, each page of the bid, including any amendments or corrections, must be duly signed and stamped by the authorized signatory of the bidder. Failure to comply with these requirements may lead to the rejection of the bid.
4. **Product Availability and Support Condition:** The product offered must not be classified as "end-of-life" or "end-of-sale" as of the bid submission date. In the event that support for the quoted product is discontinued or withdrawn prior to delivery, the bidder shall, at no additional cost to the purchaser, replace the quoted product with a superior alternative that meets or exceeds the original specifications. The replacement product must be of equivalent or higher quality and functionality, ensuring no disruption to the purchaser's requirements.

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5. **Insurance of Equipment and Accessories:** All materials, including the PNG (Piped Natural Gas) Flow Meter and associated accessories, must be securely packed to prevent any damage during transit and shall be insured for the full value up to the delivery destination. The bidder shall bear all costs associated with the shipping and insurance of the equipment to ICAT, Manesar. The delivery of the materials shall be made directly to ICAT, Manesar, and the bidder shall be solely responsible for ensuring the safe and timely delivery of the goods. ICAT reserves the right to reject any components or equipment that do not meet the specified requirements during installation, testing, or inspection. In the event that any equipment or part thereof is lost or damaged during transit, the bidder shall, at no additional cost to the purchaser, provide an immediate replacement to ensure the continuity of the project.
6. **Sub-Contracting Not Allowed:** Sub-contracting for the Supply, Installation, Testing, and Commissioning (SITC) of the PNG (Piped Natural Gas) Flow Meter is strictly prohibited under this tender. The bidder shall execute all work associated with SITC directly and shall not engage any third party or subcontractor to perform any part of the contract. The successful bidder will be solely responsible for full performance and compliance with all terms, conditions, and specifications outlined in the tender. Any attempt to sub-contract any aspect of SITC may result in the rejection of the bid or cancellation of the contract.
7. **Delivery Location:** ETL Department C/o. International Centre For Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051 (Haryana).
8. **Delivery Terms:** FOR ICAT Project Site (Packing, Forwarding, Loading, Transportation, Insurance, and Unloading of Coolant Conditioning Unit (CCU) along with Accessories Up to ICAT Project Site in Bidder Scope).
9. **Billing Address:** International Centre For Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122050 (GST No. 06AABAN9435G2ZI)

Tender Reference No. ICAT/GeM/ETL/PNG-FWM/2024-25/194

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

**Contact Person:** Mr. Vinay Kumar Chauhan – ETL Department

**Contact No.:** +91 8171587887 (Mobile)

**Email ID:** [vinay.chauhan@icat.in](mailto:vinay.chauhan@icat.in)

Tender Reference No. ICAT/GeM/ETL/PNG-FWM/2024-25/194

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**Annexure B**

**Earnest Money Deposit (EMD Clause)**

**Earnest Money Deposit (EMD): INR 32,000/- (Rupees Thirty-Two Thousand Only)** can be submitted in form of DD/Bank Guarantee/ Banker's Cheque drawn in favour of "International Centre for Automotive Technology", payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank or Online through RTGS/NEFT/Internet Banking in Beneficiary Name "International Centre for Automotive Technology".

**Or**

Firms who are registered with NSIC for the tendered item /Start-ups/ Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, are exempted from payment of EMD but these firms should submit a copy of the registration along with the Technical Bid. (The certificate should be valid for at least 6 months from the date of submission of bids).

*Note: Traders/Distributors/Sole agents/Work contracts are not eligible for benefits under MSME category.*

**Or**

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

**ICAT Bank Details for NEFT/RTGS (in case any bidder deposits the EMD of INR 32,000/- through NEFT/RTGS)**

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

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

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

**Key Note's**

- *EMD shall be exempted to Micro & Small Enterprises registered for the tendered items/as per the latest Govt. of India guidelines. MSME/Start-up Policy is meant for procurement of only goods produced and services rendered by MSE's. However, traders/distributors/sole agent/works contract are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. The bidders claiming the preference must submit the relevant document (The certificate should be valid for at least 6 months from the date of submission of bids).*
- *The bid received without EMD/Documentary proof of Exemption of EMD, will be summarily rejected.*
- *Cheque/Money Order/Cash shall not be accepted as EMD.*
- *A bid will be rejected if EMD is found to be of lesser amount or EMD is not submitted in the manner prescribed.*



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

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

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

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**Annexure C  
Eligibility & Technical Evaluation Criteria**

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

**Pre-qualification/Minimum Eligibility Criteria for the Bidders:**

1. **Legal Valid Entity:** The bidder shall necessarily be a legal valid entity in the form of a proprietary firm, partnership firm, private limited company, or agency (enclose a copy of the registration or incorporation certificate with the technical bid).

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

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

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

2. Bidders are required to submit the duly filled and signed technical compliance for the technical specifications.
3. It is a mandatory requirement for bidders to submit comprehensive proposals covering all items specified in the bid document. Any bidder who submits an incomplete proposal, including but not limited to failure to provide a bid for any item or part thereof, shall be considered non-compliant with the tender specifications. Such incomplete proposals shall be rejected and automatically disqualified from further evaluation. Bidders are required to ensure

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that their proposal includes valid offers for all items as detailed in the tender documents. Non-compliance with this condition shall result in the outright rejection of the bid.

4. Bidders should be India-based.
5. The bidder should be either an OEM or his authorized dealer/distributor.
  - a. In the case of authorized Distributor/Partner, certification from the OEM to this effect should be submitted. **A valid certificate of authorization in the format enclosed "Form XIV" with the tender document from the principal firm must be enclosed by the Agents/Firms quoting rates on behalf of the principal.**
  - b. If OEM is quoting, then OEM should submit the certificate/declaration.
6. **Original Equipment Manufacturer (OEM) Bidders:** The OEM bidder should have a minimum of 5 years of experience in the manufacturing of PNG (Piped Natural Gas) Flow Meter.
7. **Bidders with OEM Authorization Certificate:** In case the bidder is not the OEM but holds an OEM authorization certificate, the bidder must have at least 5 years of experience in executing similar nature of work (i.e., **supply, installation, maintenance, or servicing of PNG (Piped Natural Gas) Flow Meter**).
8. The bidders should have an average annual turnover of **INR 50 Lakhs** in the last three consecutive financial years (**FY 2021-22, 2022-23, and 2023-24**). The tenderers shall submit Certificates to this effect which may be an attested certificate from the concerned department/client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with **UDIN No.** shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.
9. Within the preceding five (5) years, the bidder should supply **PNG (Piped Natural Gas) Flow Meter** to a minimum of three (3) distinct clients, which may include any of the following entities: Central Government, State Government, Public Sector Undertakings (PSUs), Autonomous Bodies, or reputable private firms operating in India.
10. The bidder must provide a minimum of two (2) feedback's or testimonials from previous clients, which should specifically address the manufacturing quality, and the service provided for the PNG (Piped Natural Gas) Flow Meter or similar products. These feedback's must be from clients to whom the bidder has supplied or serviced similar units within the last three (5)

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years. The feedback should reflect the bidder's capability in meeting quality standards and providing satisfactory after-sales service.

11. Bidders should not have been blacklisted by any departments or ministries of the government of India or of any state government, PSU, or any reputable private firm or institution in India. A declaration must be submitted to this effect with the tender document.
12. The bidder must have a facility in **India** for service support in case of any breakdown that happens during and after the warranty period.

#### Bidders to Comply with:

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

#### Note:

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

#### Bid Rejection Criteria:

- The bidder should submit an authorization certificate.
- **Bids without EMD or Non-Submission of Bid Security Declaration Form "Form V" or Non-Submission of valid MSE's/Startup certificate** would be rejected. However, firms that are registered with NSIC or MSE for the tendered item are exempt from payment of the EMD, but these firms should submit a copy of the registration along with the technical bid.

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- Bidders not having an average turnover of **INR 50 lakhs** in the last three consecutive financial years. Bidders are required to submit a CA-audited balance sheet, or any other relevant certificate certified by CA indicating the turnover for the last 3 consecutive financial years (FY 2021-22, 2022-23, and 2023-24).
- Not submitting a copy of the GST and PAN registration certificates.
- Any deviation requested on tender conditions.
- It is a mandatory requirement for bidders to submit comprehensive proposals covering all items specified in the bid document. Any bidder who submits an incomplete proposal, including but not limited to failure to provide a bid for any item or part thereof, shall be considered non-compliant with the tender specifications. Such incomplete proposals shall be rejected and automatically disqualified from further evaluation. Bidders are required to ensure that their proposal includes valid offers for all items as detailed in the tender documents. Non-compliance with this condition shall result in the outright rejection of the bid.
- Not having minimum qualification criteria mentioned in **“Pre-qualification/Minimum Eligibility Criteria.”**
- 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.

#### **Bid Evaluation:**

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

#### **Technical Bid Evaluation Parameters**

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

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Item	Detail Description	Parameter Weight
Technical Capability	Compliance to Technical Specifications as Specified in the "Annexure A" of the Bid Document.	40
Bidder's Past Experience	<b>Experience of Similar Nature of Work Executed</b> 3 Order (Minimum) - 15 Marks > 3 up to 5 Orders - 17 Marks More than 5 Orders - 20 Marks	20
	<b>Experience (No. of years)</b> 5 Years (Min.) - 10 Marks > 5 up to 7 Years- 12 Marks More than 7 Years- 15 Marks	15
	<b>Positive Feedback</b> 2 Positive Feedback (Min). - 5 Marks > 2 up to 4 Positive Feedback - 7 Marks More than 4 Positive Feedback - 10 Marks	10
Financial Capability	<b>Financial Capability (Avg. of last 3 years - FY 2021-22, 22-23 &amp; 23-24)</b> 50 Lakhs (Minimum) - 10 Marks >50 Lakhs to 1 Crore - 12 Marks >1 Crore - 15 Marks	15
<b>Grand Total</b>		<b>100</b>
<b>Qualified (Yes/No)</b>		

'Similar Nature' is defined as: -

The bidder must have verifiable experience in the supply, installation, testing, calibration, and commissioning of Natural Gas (Compressed and Piped) Flow Meters for Government Departments/Ministries of India, State Governments, Public Sector Undertakings (PSUs), or any reputed private organizations in India. The bidder must provide documented evidence of successfully executing similar contracts, demonstrating proficiency in handling PNG flow meter systems.

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

**Contact Person:** Mr. Vinay Kumar Chauhan - ETL Department

**Contact No.:** +91 8171587887 (Mobile)

**Email ID:** [vinay.chauhan@icat.in](mailto:vinay.chauhan@icat.in)

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**Annexure - D  
General Terms & Conditions**

- 1. Scope of Supply/Work:** Supply, Installation, Testing and Commissioning of PNG (Piped Natural Gas) Flow Meter Along with Accessories (As per technical specification given in Annexure "A") in ETL Department at ICAT Centre - 1, Manesar (Haryana).
- 2. Site Visit:** Bidders are encouraged to visit the ICAT site to inspect the location where the PNG (Piped Natural Gas) Flow Meter is to be installed. The site visit will provide the bidders with an opportunity to assess the installation environment and ensure that the proposed solution is suitable for the specified location. The bidder should coordinate with the designated representative at ICAT to schedule the site visit.
- 3. Project Completion Period (Inclusive of Delivery, Installation, Testing and Commissioning Activity):** The successful bidder shall ensure that the delivery of the PNG (Piped Natural Gas) Flow Meter, along with all necessary testing, installation, and commissioning, is completed in full within **147 days (21 Weeks)** from the date of receipt of the Purchase Order (PO) or Notice to Proceed (NTP), whichever is applicable. The supplier shall also provide all required warranty documents at the time of delivery. The entire process, including the provision of warranty documentation, must be completed within the specified timeframe. Any delays beyond the stipulated period will be subject to penalties as per the terms outlined in the tender.
- 4. Liquidity Damages (LD Clause):** The material should be delivered strictly as per the time limits specified in the GeM purchase order, if L1 bidder fail to complete the delivery within the stipulated time will make L1 bidder will be liable to pay an unconditional penalty of  $\frac{1}{2}\%$  (Half Percent) total order value per week delay subjected to a maximum of 10% (Ten Percent) of the total order value.
- 5. Payment Terms:** 100% of the invoice value will be paid to the successful bidder upon the successful supply, installation, commissioning and final acceptance of PNG (Piped Natural Gas) Flow Meter along with all associated accessories. Prior to the release of

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payment, the bidder must submit a Performance Bank Guarantee (PBG) from a nationalized or scheduled bank, equivalent to 5% of the total contract value. This PBG must remain valid for a period of 24 months (2 Years), starting from the date of satisfactory completion of the entire scope of work, including installation, commissioning, and acceptance testing. The Performance Bank Guarantee should be unconditional, in favor of the client, and must cover any defects in material, workmanship, or performance of the PNG (Piped Natural Gas) Flow Meter for the duration of the warranty period i.e., 24 Months (2 Years).

#### Submission of Following Documents to ICAT:

- Original Tax Invoice
  - Original Challan
  - E-Way Bill (Both Part A & B)
  - Consignee LR Copy (if applicable)
  - Warranty/Guarantee Certificate of OEM.
  - Leakage Verification Test Report/Certificate (If Any)
6. **Delivery Terms:** FOR ICAT Project Site (Packing, Forwarding, Loading, Transportation, Insurance and Unloading of Equipment Up to ICAT Project Site in Bidder Scope).
  7. **Delivery/Billing Address:** International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar, Gurugram 122051, GST No. 06AABAN9435G2ZI.
  8. **Sub-contract:** Sub-contracting for the Supply, Installation, Testing, and Commissioning (SITC) of the PNG (Piped Natural Gas) Flow Meter is strictly prohibited under this tender. The bidder shall execute all work associated with SITC directly and shall not engage any third party or subcontractor to perform any part of the contract. The successful bidder will be solely responsible for full performance and compliance with all terms, conditions, and specifications outlined in the tender. Any attempt to sub-contract any aspect of SITC may result in the rejection of the bid or cancellation of the contract.



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9. **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.
10. ICAT reserves the right to modify and amend any of the conditions/criterion depending upon project priorities and needs.
11. **Price:** The prices are to be quoted in INR in figures only. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
12. **Product Specification & Compliance Statement:** The bidder should quote the products strictly as per the tender specifications. Complete technical details along with brand, specification, technical literature etc. highlighting the specifications must be supplied along with the technical bid. A Statement of Compliance shall be given against each item in the prescribed format given in Technical Specification. The compliance statements should be supported by authentic documents. Each page of the bid and cutting/corrections shall be duly signed and stamped by the authorized signatory. Failure to comply with this requirement may result in the bid being rejected.
13. **Product Availability and Support Condition:** The product offered must not be classified as "end-of-life" or "end-of-sale" as of the bid submission date. In the event that support for the quoted product is discontinued or withdrawn prior to delivery, the bidder shall, at no additional cost to the purchaser, replace the quoted product with a superior alternative that meets or exceeds the original specifications. The replacement product must be of equivalent or higher quality and functionality, ensuring no disruption to the purchaser's requirements.
14. **Insurance of Equipment's:** Material must be properly packed against any damage and insured up to the destination. The material should be supplied directly to ICAT, Manesar. All the expenses involved in shipping the equipment to ICAT Manesar shall be borne by the Bidder. All aspects of safe delivery shall be the exclusive responsibility

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of the Bidder. ICAT will have the right to reject component/equipment supplied, if it does not comply with the specification at any point of installation/inspection. If any equipment or part thereof is lost or rendered defective during transit, the supplier shall immediately arrange for the supply of equipment or part thereof, as the case may be, at no extra cost.

#### **15. Warranty/Guarantee Conditions**

- **Warranty/Guarantee Period:** The PNG (Piped Natural Gas) Flow Meter and all associated accessories supplied shall be covered by a warranty for a minimum period of 24 Months (2 Years) from the date of delivery. In the event of any premature failure, the supplier shall be responsible for providing compensation through the replacement or repair of the defective equipment on-site. The warranty shall be comprehensive and on-site, covering all parts and labor required to remedy defects or failures. The bidder must submit a warranty declaration letter, on their official letterhead, along with the bid documents, confirming the 24-Month Warranty for the complete equipment.
- **Quality and Compliance:** The supplier warrants that equipment and accessories provided are new, free from defects or faults in materials, workmanship, and manufacture, and conform to the highest standards of quality. The equipment must meet the established industry standards and perform in full compliance with the specifications outlined in the tender. Any deviations from these standards must be promptly addressed by the supplier.
- **Defective Goods and Supplier's Obligations:** In the event that any goods are found to be defective during the warranty period, the supplier shall replace or repair the defective goods within **48 hours** of being notified by the purchaser. Should the supplier fail to do so, the purchaser reserves the right to arrange for repairs or replacements from another supplier at the supplier's risk and expense, without prejudice to any other remedies available under the contract.

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- **Replacement under Warranty:** Any replacement of defective goods under warranty shall be carried out by the supplier at no additional cost to the purchaser. This includes all costs for freight, insurance, and any other incidental expenses incurred in the replacement process, including on-site labor charges.
16. **Unsatisfactory Performance:** The bidder herein agree that ICAT shall have sole and discretionary right to assess the performance(s) of the Bidder Component(s), either primary and or final, and ICAT, without any liability whatsoever, wither direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not to the acceptance of ICAT. Bidder covenants to be bound by the decision of ICAT without any demur in such an eventuality.
17. **Performance Bank Guarantee (PBG):**
- **Performance Bank Guarantee (PBG) Requirement:** The selected bidder shall be required to provide a Performance Bank Guarantee (PBG) within 15 days from the date of the Notification of Award. The value of the PBG shall be equivalent to 5% of the total order value. The PBG shall include the full address of the issuing bank, along with the contact details of the person responsible, including name, contact number, fax number, and email ID.
  - **Validity of Performance Bank Guarantee:** The Performance Bank Guarantee shall remain valid for the entire warranty period of 24 Months (2 Years), or such other duration as stipulated in the contract.
  - **Failure to Submit Performance Bank Guarantee:** In the event the selected bidder fails to submit the Performance Bank Guarantee within the stipulated time frame, ICAT reserves the right to cancel the order placed with the selected bidder, without notice, and to forfeit the Earnest Money Deposit (EMD).
  - **Invocation of Performance Bank Guarantee:** ICAT shall have the right to invoke the Performance Bank Guarantee if the selected bidder fails to fulfill its contractual

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obligations during the contract period or if ICAT incurs any loss due to the bidder's negligence in carrying out the project implementation in accordance with the agreed terms and conditions.

- **Refund of Performance Bank Guarantee:** The Performance Bank Guarantee shall be refunded within 30 days following the successful completion of the contract period, specifically upon the expiry of the warranty and support services for the equipment.
- **No Interest on Performance Bank Guarantee:** ICAT shall not be liable to pay any interest on the amount of the Performance Bank Guarantee (PBG).

18. Please ensure that ATC documents must be signed and stamped on all pages as a token of acceptance of all the terms and conditions.

19. **Termination of Contract:** If the performance of the vendor is not satisfactory in timely delivery of item or quality of product delivered then the same will be informed in writing by ICAT as warning letter and if in spite of issue of warning letter, the items are not delivered or quality of delivered product is not satisfactory as per expectation of ICAT within a fortnight then second warning letter will be issued.

If after issue of the second warning letter also performance doesn't satisfy ICAT expectations, then ICAT reserves the right to terminate the work order by giving one-month notice in writing without assigning any further reason whatsoever.

After the contract becomes null and void the amount deemed payable to the vendor (if any) will sine die without any further payment. No further claim from the vendor will be entertained. After the contract comes to an end the vendor will withdraw their service/equipment from ICAT premises within a month.

The decision of competent authority of ICAT regarding determining the performance will be final.

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

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party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of contract.

21. **Any Dispute/Difference arising out of or relating to this tender:** Matter regarding any dispute shall be referred for arbitration to any office appointed by the Director of ICAT, whose decision shall be binding and final. Even after arbitration if any questions, disputes and/or difference arise under and out of, or in connection with the work, if concluded, shall be referred to the **High Court of Haryana or any other court in the District of Gurugram (Haryana)**.
22. The tender document is not an offer and is issued with no commitment. ICAT reserves the right to withdraw this notice inviting tender or vary any part thereof at any stage. ICAT further reserves the right to disqualify any bidder, should it be so necessary at any stage. ICAT reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof and shall not be bound to accept the lowest tender.
23. Law of the Republic of India are applicable to this tender.
24. **Qualification Criteria:** The bidder whose bid meets the technical specification and evaluation criteria given above would only be considered (As per conditions mentioned in Evaluation Criteria).
25. **System of Award of Contract:** The bidder who satisfies the qualification criteria and offers lowest (L1) would be selected.
26. **Force Majeure:** Force Majeure is herein defined as any cause, which is beyond control of the selected Bidder or the ICAT as the case may be which they could not foresee, or this a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as:  
  
Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics; Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes; Terrorist attacks, public unrest in work are Restriction, Freight Embargo; provided either party shall within ten (10) days from

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the occurrence of such a cause notify the other in writing of such causes. The Bidder or the ICAT shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.

27. **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.

- “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.
- “Fraudulent Practice” means misrepresentation or omission of facts in order to execution of contract.
- “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.
- “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.
- 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.
- **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.**

28. **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 behavior, 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

**Additional Terms & Conditions (ATC)**

authorities. Bidders are required to submit their bids independently, without any undue influence or agreement with other participants in the tender process.

29. **MSME Exemption Applicability:** If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
30. **Preference to Make In India products (For bids < 200 Crore):** Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than INR 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
31. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and

Tender Reference No. ICAT/GeM/ETL/PNG-FWM/2024-25/194

**Additional Terms & Conditions (ATC)**

its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total Quantity.



**Additional Terms & Conditions (ATC)**

**Form "I"**

**Performa for Performance Bank Guarantee**

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

**WHEREAS** International Centre for Automotive Technology having its office at Plot - 26, Sector - 3, IMT, Manesar, Gurgaon - 122 050 (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) and having their Corporate office at Plot No. 1, Sector - M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram 122051, has executed a contract on [Please insert date of execution of Contract] ("**Contract**") with [insert name of the Successful Bidder] .....(hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and implementation of the Works ("**Works**" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents].....and various other documents forming part thereof.

**AND WHEREAS** one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Manesar for an amount equal to **10% (ten percent)** of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract from the post-commissioning stage of the Works under the Contract, including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the Works being performed and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Warranty Period including any extension thereof.

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

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

**Additional Terms & Conditions (ATC)**

- (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 & 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	

**Additional Terms & Conditions (ATC)**

	Years (Audited A/c Statements such as Profit & Loss A/c, Balance Sheets, etc for the last three financial years should be attached)	
11	Original Copy of Authorization In Favor of Bidder From Manufacturer (OEM) Against this Tender Valid Throughout the Contract Period, in case the firm is not a manufacturer of the item (As per format given in Form "XIV").	
12	Proof of experience in supplying to State/Government Departments/PSUs/Autonomous Bodies/Reputed Private Institutions (Copies of Purchase Orders received from Central/State Departments/Ministries of the Government of India/PSUs/Autonomous Bodies/Reputed Private Institutions during the last three years should be enclosed).	
13	Declaration regarding blacklisting or otherwise by the government departments as given in "Form III"	
14	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	
15	Any other information document: Please specify	

Tender Reference No. ICAT/GeM/ETL/PNG-FWM/2024-25/194

**Additional Terms & 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:

Tender Reference No. ICAT/GeM/ETL/PNG-FWM/2024-25/194

**Additional Terms & Conditions (ATC)**

**Form "IV"**

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

Authorised Signatory

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

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**Annexure "V"**

**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  
Gurugram - 122051

Reference: "ICAT/GeM/ETL/PNG-FWM/2024-25/194, Supply, Installation, Testing and Commissioning of PNG (Piped Natural Gas) Flow Meter along with Associated Accessories in ETL Department at ICAT Centre - 1, Manesar, Gurugram - 122051 (Haryana)."

Sir/Madam,

We, the undersigned, solemnly declare that:

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

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

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

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

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

**(Signature with Date)**

**(Name and Designation)**

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

Date on ..... day of .....

Place.....

Tender Reference No. ICAT/GeM/ETL/PNG-FWM/2024-25/194

**Additional Terms & Conditions (ATC)**

**Form "VI"**

**Earnest Money Deposit**

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

**Date:** \_\_\_\_\_

International Centre for Automotive Technology  
Plot - 26, Sector - 3, IMT, Manesar,  
Gurugram - 122051.

**Re: Tender No.** \_\_\_\_\_

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

OR

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

**Name of Bidder**

**Signature of Authorised Representative**



Tender Reference No. ICAT/GeM/ETL/PNG-FWM/2024-25/194

**Additional Terms & Conditions (ATC)**

**Form "VII"  
Declaration In Respect of Conflict of Interest**

Tender No. ICAT/GeM/ETL/PNG-FWM/2024-25/194

**Tender Detail: "Supply, Installation, Testing and Commissioning of PNG (Piped Natural Gas) Flow Meter along with Associated Accessories in ETL Department at ICAT Centre - 1, Manesar, Gurugram - 122051 (Haryana)."**

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

**Additional Terms & Conditions (ATC)**


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	
Whether acting as Legal Representative / Agent in any other Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm? If yes, give names.	

**WE HEREBY DECLARE AND CONFIRM THAT** no bid has been submitted for the quoted item by any other Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) or Partnership

### Additional Terms & Conditions (ATC)

Firm or Proprietor Firm in which any relative of any Director or Partner or Proprietor of Bidder Firm is a Director, Partner or Proprietor. The word "relative" is defined as under:

*The Companies Act, 2013 Sec 2(77) "relative", with reference to any person, means anyone who is related to another, if—*

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

**WE FURTHER DECLARE THAT** we have carefully read and understood the clause relating to 'Conflict of Interest' of Tender No. \_\_\_\_\_ . The detailed Clause is as under:

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

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

**Additional Terms & Conditions (ATC)**

*represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:*

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

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

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

For (Firm Name)

Signature of Director/Partner/Proprietor/ Authorised Signatory

Authorised Signatory Name:

Place:

Date:

Stamp / Seal of Firm

Tender Reference No. ICAT/GeM/ETL/PNG-FWM/2024-25/194

**Additional Terms & Conditions (ATC)**

**Form "VIII"**  
**Product Support Declaration**  
(To be submitted on Bidder Letter Head)

Letter No. \_\_\_\_\_

Date: \_\_\_\_\_

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

Sub: OEM Declaration

Dear Sir,

Ref: Your ATC Reference No: ICAT/GeM/ETL/PNG-FWM/2024-25/194

[Bidder's Company Name] hereby submits this declaration in response to the request for clarification regarding the products quoted in our tender submission for **"Supply, Installation, Testing and Commissioning of PNG (Piped Natural Gas) Flow Meter along with Associated Accessories in ETL Department at ICAT Centre - 1, Manesar, Gurugram - 122051 (Haryana)."**

We affirm that all products included in our bid are **not** classified as end-of-life (EOL) or obsolete as of the date of this submission. These products will remain available and supported for a minimum period of **10 years** from the date of contract award, with continuous availability of spare parts, software updates, and technical support, as provided by the respective manufacturers.

Should you require any additional documentation, clarifications, or further information pertaining to the support and lifespan of the quoted products, we are prepared to provide such details upon request.

We appreciate your consideration of our submission and look forward to the possibility of further collaboration on this project.

For M/s \_\_\_\_\_

Signature & company seal  
Name Designation  
Email  
Mobile No.

Tender Reference No. ICAT/GeM/ETL/PNG-FWM/2024-25/194

**Additional Terms & Conditions (ATC)**

**Form "IX"**

**Declaration and Undertaking from Bidder or OEM**  
(To be submitted Original on the OEM Letter Head)

Date: \_\_\_\_\_

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

Sub: Undertaking by Original Equipment Manufacturer or Bidder against Tender No. ICAT/GeM/ETL/PNG-FWM/2024-25/194 for "Supply, Installation, Testing and Commissioning of PNG (Piped Natural Gas) Flow Meter along with Associated Accessories in ETL Department at ICAT Centre - 1, Manesar, Gurugram - 122051 (Haryana)."

Dear Sir/Madam,

I/We, M/s \_\_\_\_\_ (Name of the OEM/Bidder), having our registered office at \_\_\_\_\_ (address of the manufacturer), by virtue of being the original equipment manufacturer/supplier for the \_\_\_\_\_ (Name of the product(s)),

Hereby provide the following confirmation:

1. The Product supplied by us are certified and fully compatible with the offered solution.
2. The Product's supplied and available are not classified as End-of-Life (EOL) or End-of-Sale (EOS) for a period of 10 years from the date of acceptance. If any part is found to be End-of-Life after installation, we undertake full responsibility to replace the part(s) with newer, fully compatible components and to implement the replacement at no additional cost to the International Centre for Automotive Technology (ICAT) during the warranty period of three (2) years (24 Months).

The undersigned is duly authorized to issue this undertaking on behalf of M/s \_\_\_\_\_ (Name of the OEM/Bidder).

For M/s \_\_\_\_\_ (Name of the OEM/Bidder)

Signature & Company Seal

Name:

Designation:

Email:

Mobile No.:

Tender Reference No. ICAT/GeM/ETL/PNG-FWM/2024-25/194

**Additional Terms & Conditions (ATC)**

**Form "X"**  
**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 product (s) quoted items 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.

Tender Reference No. ICAT/GeM/ETL/PNG-FWM/2024-25/194

**Additional Terms & Conditions (ATC)**

**Form "XI"**  
**Undertaking For Product 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 Compliance

**Dear Sir/ Madam,**

I/We, [Bidder/Seller's Name], hereby undertake that all the products offered in response to the tender fully comply with the specifications mentioned in the tender document. We confirm that the offered products 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: \_\_\_\_\_



Tender Reference No. ICAT/GeM/ETL/PNG-FWM/2024-25/194

**Additional Terms & Conditions (ATC)**

**Form "XII"**

**Undertaking**

This is to certify that we have carefully gone through the scope of work, job requirement, terms and conditions given in the tender documents & have clearly understood the terms and conditions of the tender and have accordingly quoted our best rates after going through all details. We hereby given an undertaking that we shall the material & services in accordance with your Tender/ATC Document No. ICAT/GeM/ETL/PNG-FWM/2024-25/194 as per the requirement during the period of contract.

Dated:

Place:

**(Signature of the bidder with seal/rubber stamp)**

Tender Reference No. ICAT/GeM/ETL/PNG-FWM/2024-25/194

**Additional Terms & Conditions (ATC)**

**Form "XIII"**  
**Undertaking For Non-Subcontracting**  
(To be submitted Original on Bidder Letter Head)

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

**Sub:** Undertaking for Non-Subcontracting

**Dear Sir/Ma'am,**

I/We, [Bidder/Seller's Name], hereby undertake not to subcontract any aspect of the contract, including the supply and installation, without obtaining prior written consent from the buyer. We understand that failure to seek approval for subcontracting may result in disqualification from the bidding process.

Date: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Name and Designation: \_\_\_\_\_

Seal: \_\_\_\_\_

Tender Reference No. ICAT/GeM/ETL/PNG-FWM/2024-25/194

**Additional Terms & Conditions (ATC)**

**Form "XIV"**

**Manufacturer's Authorization Form (MAF)**  
(To be submitted Original on OEM Letter Head)

MAF No.

Dated:

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

Sub: Manufacture's Authorization Form (MAF)

Dear Sir/Ma'am,

Tender Reference No. ICAT/GeM/ETL/PNG-FWM/2024-25/194

We \_\_\_\_\_ who are established and reputable manufactures of \_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer for our \_\_\_\_\_ model.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm. In case of M/s \_\_\_\_\_ is out of service due to any reason, we will make alternative arrangements for the service and maintenance of our product on same terms and condition.

Yours faithfully,

(Name)

For and on behalf of M/s \_\_\_\_\_ (Name of Manufacturer's)

**Note:** This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer

