

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-01-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-01-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	National Automotive Board
कुल मात्रा/Total Quantity	6
वस्तु श्रेणी /Item Category	Coolant Flow Meter 0-250 LPM , Fuel Flow Sensor , Coolant Flow Meter 0-50 LPM
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Coolant Flow Meter 0 to 50 lpm
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Digital Ultrasonic Non-Contact Flowmeter with Totalizer, Oxygen Flow Meter, Nasal Cannula (V2), Galvanized Steel Chain Link Fence Fabric (V2) conforming to IS 2721, Turbidity meter, Pressure Sensitive Adhesive Tapes with Plastic Base (V4) Conforming to IS 13262, Digital pH Meter, Handy Sampler, Cotton Newar (V2) conforming to IS 1895, Mass Flow Controllers
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"><li>• Coriolis Mass Flow Meter</li></ul>
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	35 Lakh (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

<b>बिड विवरण/Bid Details</b>	
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	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
<b>क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
<b>बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension</b>	5
<b>दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended</b>	7
<b>ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count</b>	3
<b>विगत प्रदर्शन /Past Performance</b>	30 %
<b>बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled</b>	Yes
<b>रिवर्स नीलामी योग्यता नियम/RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>बिड का प्रकार/Type of Bid</b>	Two Packet Bid
<b>प्राथमिक उत्पाद श्रेणी/Primary product category</b>	Coolant Flow Meter 0-250 LPM
<b>तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation</b>	5 Days
<b>निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>मूल्यांकन पद्धति/Evaluation Method</b>	Total value wise evaluation
<b>वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required</b>	Yes
<b>मध्यस्थता खंड/Arbitration Clause</b>	No
<b>सुलह खंड/Mediation Clause</b>	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	64500

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	28

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

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

#### लाभार्थी /Beneficiary :

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

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

#### एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50

सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)
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#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. 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.

2. 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.

3. 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.

4. 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.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% 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.

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

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

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

Price Breakup - [1766554861.xlsx](#)

**Pre Bid Detail(s)**

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
13-01-2026 14:00:00	ICIR Meeting Room C/o International Centre For Automotive Technology, Plot No. 26, Sector - 3, Near HSIIDC, IMT Manesar, Gurugram - 122051

**Coolant Flow Meter 0-250 LPM ( 2 Unit )**

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

**तकनीकी विशिष्टियाँ /Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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**परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	2	120

### Fuel Flow Sensor ( 2 Unit )

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

#### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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#### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	2	120

### Coolant Flow Meter 0-50 LPM ( 2 Unit )

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

#### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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#### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	2	120

#### Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Detailed Technical Specification <a href="#">View</a>	For Detailed Technical Specification Bidders Are Requested to Refer Attached Technical Specification and ATC Document	Coolant Flow Meter 0-250 LPM(2)
2	Detailed Technical Specification <a href="#">View</a>	For Detailed Technical Specification Bidders Are Requested to Refer Attached Technical Specification and ATC Document	Coolant Flow Meter 0-50 LPM(2)
3	Detailed Technical Specification <a href="#">View</a>	For Detailed Technical Specification Bidders Are Requested to Refer Attached Technical Specification and ATC Document	Fuel Flow Sensor(2)

**The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.**

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

##### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent 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 Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

##### 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.](#)

### अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

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

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

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

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**

**Additional Terms & Conditions (ATC)**

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**Chapter - 1**

**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 and Training of Four (4) Units Coolant Flow Meter and Two (2) Fuel Flow Sensor at ICAT Centre - 1, Manesar (Haryana)”**.

**A.1 Scope of Supply Details:**

Product Description	Quantity	Delivery Location	Delivery Period
<b>Coolant Flow Meter (0 to 50 LPM)</b> for ICIR Department at ICAT Centre - 1, Manesar (Haryana)	2 Unit	ICIR Department at ICAT Centre - 1	120 Days from GeM Date of GeM Contract
<b>Coolant Flow Meter (0 to 250 LPM)</b> for ICIR Department at ICAT Centre - 1, Manesar (Haryana)	2 Unit	ICIR Department at ICAT Centre - 1	120 Days from GeM Date of GeM Contract
<b>Fuel Flow Sensor</b> for ICIR Department at ICAT Centre - 1, Manesar (Haryana)	2 Unit	ICIR Department at ICAT Centre - 1	120 Days from GeM Date of GeM Contract

**A.2 General Purpose of the Equipment**

- The **Coolant Flow Meter** ensures efficient cooling by monitoring the flow of coolant in engines, preventing overheating, and ensuring optimal performance. It is commonly used in automotive, HVAC, and machinery applications.
- The **Fuel Flow Sensor** measures fuel consumption in engines, helping optimize fuel efficiency and track usage. It's essential in automotive, an ensuring proper fuel delivery for smooth operation. Both devices improve system reliability and performance by providing real-time flow data.

**A.3 Technical Specification and Features of Coolant Flow Meter & Fuel Flow Sensor**

**Detailed Technical Specification of Coolant Flow Meter**

Specification	Details
<b>Flow Range</b>	0 to 50 LPM (2 Nos) and 0 to 250 LPM (2 Nos)
<b>Maximum Pressure</b>	Up to 50 Bar
<b>Repeatability</b>	2% (ensures highly accurate measurement consistency)
<b>Fluid Temperature Range</b>	-40°C to 120°C
<b>Output</b>	0 to 10 V/ 0 to 5V
<b>Application</b>	Measurement of coolant flow/hydraulic flow in automotive application
<b>Calibration Certificate Required</b>	Yes, The Coolant Flow Meter offered or proposed to be supplied under this tender shall be accompanied by a valid Calibration Certificate issued by a National Accreditation Board for Testing and Calibration Laboratories (NABL)-accredited laboratory or any

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	other laboratory traceable to national or international standards (e.g., NPL/ISO/IEC 17025:2017). The calibration certificate shall clearly indicate the make, model, and serial number of the instrument, date of calibration, next due date, measurement uncertainty, and traceability details of the reference standards used.
<b>Warranty</b>	24 Months Comprehensive Warranty Against Any Manufacturing Defect from the Date of Final Acceptance

**Detailed Technical Specification of Fuel Flow Sensor**

Specification	Details
<b>Measurement Principle</b>	Ultrasonic transducer-based flow measurement with no moving parts for zero mechanical wear, ensuring long-term stability under automotive vibration or better technology.
<b>Measurement Range</b>	±0.3-240 LPH
<b>Accuracy</b>	≤±0.1% of measured value
<b>Repeatability</b>	≤±0.25%
<b>Response Time</b>	≤3 milliseconds for real-time fuel consumption tracking during transient engine conditions.
<b>Environmental Ratings</b>	Operating Liquid Temperature: -30 to 80°C
	Thermal Shock: up to 100°C
	Storage Temperature: -40-80°C
	Operating Pressure: - 0.1-10barG
	-Overpressure: ≥ 15 barG
	Burst Pressure: ≥ 25 barG
	Protection Class: IP68 Relative Humidity: ≤95% RH
<b>Mechanical Properties</b>	Hydraulic Connectors: 2x6AN male of equivalent
	Pressure Drop: ≤170 mbar at 100LPH, 25°C
	Weight: ≤1000g (dry)
	Fixation holes: 2x dia 4.2mm Clearly marked inlet/outlet ports
<b>Electrical Requirements</b>	Supply Voltage:5-24VDC
	Current Consumption≤70mA @12V;≤150mA @5.5V
<b>Communication Interfaces</b>	CAN/CAN-FD: ISO 11898-2 compliant, 2.0A (11 bit) identifier, baud rate up to 1Mbit/s
	RS485 (Modbus) for firmware updates/ configuration
	Configurable CAN base ID
<b>Data Security</b>	AES 128CBC encryption on CAN messages, ensuring secure data transmission over the vehicle network-exceeding most industry-standard sensors
<b>CAN Messaging</b>	Real-Time mass flow, Volume Flow, and total mass output at ≥100Hz with detailed diagnostics available over CAN
<b>Compliance/ Life durability</b>	Service Life ≥5 years in automotive environments
<b>Software &amp; Signal Processing</b>	Integrated forth order low-pass Butterworth filter with 25Hz cut-

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	off for smooth, accurate signal acquisition under dynamic condition.
<b>Calibration/Test Certificate</b>	<b>Yes</b> , The Fuel Flow Sensor offered or proposed to be supplied under this tender shall be accompanied by a valid Calibration Certificate issued by a National Accreditation Board for Testing and Calibration Laboratories (NABL)-accredited laboratory or any other laboratory traceable to national or international standards (e.g., NPL/ISO/IEC 17025:2017). The calibration certificate shall clearly indicate the make, model, and serial number of the instrument, date of calibration, next due date, measurement uncertainty, and traceability details of the reference standards used.
<b>Warranty</b>	24 Months Comprehensive Warranty Against Any Manufacturing Defect from the Date of Final Acceptance

**A.4 Other Technical Conditions:**

1. **Submission of Quotation and Technical Documentation:** The bidder shall submit a complete quotation strictly in accordance with the technical specifications detailed in the tender document. The bid must be accompanied by full technical documentation, including:
  - Brand Name and Model of the Product,
  - Detailed Specifications,
  - Original technical literature and product brochures clearly highlighting compliance with the tendered specifications.

Additionally, a Statement of Compliance, prepared in the format prescribed under the Technical Specification section, shall be submitted for each line item. This Statement must be supported by verifiable and authentic documentation. All pages of the bid submission, including any amendments or corrections, must be duly signed and stamped by the authorized signatory of the bidding entity. Non-compliance with these requirements may lead to outright rejection of the bid at the discretion of the purchaser.

2. **Product Availability and Support:** The products quoted must not be categorized as End-of-Life (EOL) or End-of-Sale (EOS) as on the date of bid submission. The bidder shall submit a self-declaration confirming the availability and continued support of the quoted products. In the event the quoted model is withdrawn, discontinued, or becomes unsupported prior to delivery, the bidder shall, at no additional cost to ICAT, supply a functionally equivalent or superior product meeting or exceeding the original specifications. The replacement product must be of equal or better quality and functionality, ensuring no disruption to ICAT's operational requirements.
3. **Free of Cost Training:** The successful bidder shall provide comprehensive training on the operation, maintenance, and effective utilization of the **Coolant Flow Meter and Fuel Flow Sensor** at no additional cost to ICAT. This training shall be conducted on-site and cover all relevant functionalities, including but not limited to, hardware setup, software operation, data acquisition, processing, and troubleshooting. The training program must be completed within a reasonable timeframe following the successful delivery and commissioning of the equipment. The bidder shall ensure that qualified and experienced personnel conduct the training sessions

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and shall provide all necessary training materials and documentation. The provision of this training is a mandatory condition of the contract and shall not be construed as a separate service subject to additional charges.

4. **Delivery Instructions:** The successful bidder shall deliver the **Coolant Flow Meter and Fuel Flow Sensor** to the designated ICAT site as specified in the Purchase Order. Delivery should be done strictly in accordance with the terms and timelines stipulated in the contract. The bidder shall ensure that all equipment is securely packed, clearly labelled, and transported in a manner that prevents damage, loss, or deterioration during transit. The delivery shall be accompanied by all necessary documentation, including but not limited to, original invoices, packing lists, user manuals, warranty certificates, and any required customs or regulatory paperwork. Upon arrival at the delivery location, the bidder shall coordinate with ICAT's authorized representatives for unloading, inspection, and acceptance of the goods. Any discrepancies, damages, or shortages identified during delivery shall be documented in the presence of both parties and promptly addressed by the bidder. The bidder shall be responsible for completing all formalities related to delivery, including obtaining receipts or delivery acknowledgments, and shall bear all risks and costs associated with transportation until the goods are duly received and accepted by ICAT. Failure to comply with these delivery instructions may result in withholding of payments, imposition of liquidated damages, or other remedies as provided under the contract.
5. **Equipment Insurance Instruction:** The bidder shall be solely responsible for insuring the goods during transit. The equipment must be covered under a comprehensive transit insurance policy for 100% of the value of the goods and should be valid until successful delivery and formal acceptance by ICAT. The insurance shall cover all risks including, but not limited to, damage, theft, loss, fire, or any other unforeseen incident during transportation. The bidder shall be responsible for completing all formalities related to delivery, including obtaining receipts or delivery acknowledgments, and shall bear all risks and costs associated with transportation until the goods are duly received and accepted by ICAT.
6. **Warranty Conditions:** The supplied *Four (4) Units of Coolant Flow Meter and Two (2) Units of Fuel Flow Sensor should be with Comprehensive On-Site Warranty for a period of Twenty-Four (24) Months from the date of successful delivery, installation, and final acceptance by ICAT.*

**The warranty shall include the following conditions:**

- The supplier shall, at no additional cost to ICAT, perform all necessary repairs or replacements arising from manufacturing defects or material failures.
- The warranty coverage shall encompass all associated costs, including labour, transportation, and the replacement of defective components.
- Any faults, defects, or malfunctions identified during the warranty period shall be addressed promptly and effectively to ensure continuous and reliable operation of the equipment.

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The successful bidder shall be required to submit a formal warranty declaration, issued on the Original Equipment Manufacturers (OEM) official letterhead, confirming that the equipment is fully covered by a **Twenty-Four (24) Months Comprehensive Warranty**. The warranty shall not extend to damages resulting from misuse, negligence, improper handling, force majeure events, or any unauthorized modifications or repairs carried out by third parties not approved by the OEM or the supplier.

7. **Delivery Location:** International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122051 (Haryana).
8. **Delivery Terms:** The delivery of all materials, equipment, components, and tools required for the execution of the contract shall be on a *Free on Road (FOR) basis* to the ICAT Project Site at Manesar. The responsibility for packing, forwarding, loading, transportation, transit insurance, and unloading of all goods at the designated ICAT site shall rest solely with the Contractor. All deliveries shall be made in good condition, properly secured, and ready for immediate use or installation, as applicable under the contract.
9. **Billing Address:** International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122051 (GST No. 06AABAN9435G2ZI)

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

**Contact Person:** Mr. Prashant Vishe

**Contact No.:** +91-7030712233

**Email ID:** [prashant.v@icat.in](mailto:prashant.v@icat.in)

**Contact Person:** Mr. Saurabh Kumar

**Contact No.:** +91-6397825836

**Email ID:** [saurabh.kumar@icat.in](mailto:saurabh.kumar@icat.in)

## Additional Terms & Conditions (ATC)

### Chapter - 2

#### Instructions To Bidders

- 1. Submission of Quotation and Technical Documentation:** The Bidder shall submit a complete and comprehensive quotation in strict conformity with the detailed technical requirements as specified in "**Chapter - 1**" of the *Additional Terms and Conditions (ATC) document*. The submission must encompass both the technical and financial proposals, duly separated and prepared in accordance with the requirements and formats prescribed in the tender documents. The technical bid shall include all requisite technical documentation, specifications, detailed drawings, product literature, and any other supporting information necessary to demonstrate full compliance with the tender specifications. Non-compliance with the stipulated submission requirements or failure to provide the requisite technical and financial details may result in rejection of the bid at the sole discretion of the Purchaser.
- 2. Proposal Submission Compliance and Documentation Requirements:** The Bidder is required to submit their proposal in strict compliance with all terms, conditions, and requirements outlined in this tender document. The technical bid must include comprehensive details of the proposed solution, including the products, services, specifications, and relevant technical literature clearly demonstrating conformance to the specified requirements. Failure to adhere to any of the above requirements may render the bid liable for rejection at the sole discretion of the Purchaser.
- 3. Submission of Signed Tender Documents and Supporting Documentation:** The Bidder shall submit, as part of their proposal, a duly signed and stamped copy of the entire tender document, including all corrigenda, amendments, and annexures issued, as a token of unconditional acceptance of all terms, conditions, and specifications contained therein. Additionally, all forms, declarations, schedules, and annexures enclosed with the tender/bid document must be duly filled, signed, and stamped by the authorized signatory of the Bidder and submitted in accordance with the instructions provided. The Bidder shall also furnish all supporting documents as specified in the tender, including those required under the eligibility criteria, technical specifications, and any other qualifying requirements. Failure to submit any of the required documents, or submission of incomplete, unsigned, or unstamped documents, may result in rejection of the bid at the sole discretion of the Purchaser. It is the sole responsibility of the Bidder to ensure that the submitted bid is complete in all respects and compliant with the tender requirements. No claim shall be entertained on account of incomplete submission or non-compliance with the stated instructions.
- 4. Clarifications, Deviations, and Conditional Bids:** Bidders are strictly advised to submit their bids in full compliance with all terms, conditions, technical specifications, and requirements stipulated in this tender document. Conditional bids or bids containing deviations, exceptions, assumptions, or qualifications shall be summarily rejected without further reference or clarification, at the sole discretion of the Purchaser. Any suggestions, clarifications, or concerns regarding the tender terms and conditions must be formally raised by the Bidders only during the Pre-Bid Meeting. The Purchaser shall review such requests and reserves the absolute right to accept, modify, or reject any suggestion or concern, wholly or in part, without assigning any reason, and solely in the best interest of the Purchaser. All clarifications, amendments, or modifications arising out of the Pre-Bid Meeting shall be published either as a Corrigendum and/or as the Minutes of the *Pre-Bid Meeting (MoM)* on the Purchaser's official website ([www.icat.in](http://www.icat.in)) and on the *GeM Portal*. These shall form an integral part of the tender and shall be binding on all Bidders. No request for changes or deviations shall be entertained after the Pre-Bid stage.

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#### 5. Pre-Bid Meeting Conditions

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

- **Date:** *13<sup>th</sup> January' 2025*
- **Time:** *14:00 Hrs.*
- **Venue:** *ICIR Meeting Room, International Centre for Automotive Technology (ICAT), Plot No. 26, Sector – 3, Near HSIIDC Office, IMT Manesar, Gurugram – 122051, Haryana*
- **Mode:** *Physical Meeting or Virtual*

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

#### 5.2 Submission of Pre-Bid Queries

- Bidders are required to submit their queries, if any, in writing to [Saurabh.kumar@icat.in](mailto:Saurabh.kumar@icat.in), [prashant.v@icat.in](mailto:prashant.v@icat.in), [vikas.sharma@icat.in](mailto:vikas.sharma@icat.in) & [javed.rahi@icat.in](mailto:javed.rahi@icat.in) by *10<sup>th</sup> January' 2025 up to 1700 Hrs.*
- **Queries should be submitted in the following format (Form XII):**

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

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

#### 5.4 No Individual Communication

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

#### 5.5 Binding Clarifications Only Through Corrigendum

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

#### 5.6 No Suggestions or Deviations Post Submission Deadline

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

#### 6. Earnest Money Deposit (EMD)

6.1 **EMD Amount:** Bidders are required to submit an *Earnest Money Deposit (EMD) of INR 64,500/- (Indian Rupees Sixty-Four Thousand Five Hundred Only)* along with their bid. The EMD shall be submitted through the mode specified in the GeM portal or as otherwise prescribed in the tender document.

6.2 **Exemption for MSEs/Startups:** As per the guidelines issued by the Ministry of Micro, Small and Medium Enterprises and the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India, Micro and Small Enterprises (MSEs) and recognized Startups are exempted from payment of EMD, subject to submission of the following

- Valid supporting documents such as Udyam Registration Certificate (for MSEs) or Startup Recognition Certificate issued by DPIIT.
- A duly signed Declaration/Undertaking in lieu of EMD in the prescribed format *“Form-IV”* provided in the Additional Terms and Conditions (ATC) document.

## Additional Terms & Conditions (ATC)

### 6.3 Bid Rejection in Absence of EMD/Declaration

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

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

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

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

## 7. Submission of Bids

Bidders are required to submit their bids in **two separate parts** as detailed below:

- **Part I - Technical Bid:** This shall include all relevant documents and information demonstrating the bidder's compliance with the technical requirements and eligibility criteria as outlined in the **tender document**. **Bidders must not divulge price of tendered item in technical bid. Violation of the same may lead to rejection of the bid.**
- **Part II - Financial Bid:** This shall contain the price proposal strictly in the format prescribed in the tender document.

Both parts must be submitted in separate as specified in the e-tendering or GeM platform.

## 8. Evaluation Process

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

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

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

**Additional Terms & Conditions (ATC)**

**Chapter - 3**

**Earnest Money Deposit (EMD Clause)**

**Earnest Money Deposit (EMD):** *INR 64,500/- (Rupees Sixty-Four Thousand Five Hundred 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/FDR/NEFT/Internet Banking in Beneficiary Name "International Centre For Automotive Technology".

Or

Firms that are registered as Micro or Small Enterprises (MSEs) under the provisions of the Public Procurement Policy for MSEs, 2012, issued by the Ministry of Micro, Small and Medium Enterprises (MSME), Government of India, or those recognized as Startups by DPIIT, or are registered with the Central Purchase Organization (e.g., NSIC) or the concerned Ministry/Department for the tendered item, shall be exempted from submission of Earnest Money Deposit (EMD), subject to the following conditions:

- A valid registration certificate clearly indicating coverage for the tendered item must be submitted along with the Technical Bid.
- The registration certificate should remain valid for a minimum of six (6) months from the last date of bid submission.
- Exemption shall be granted only for procurement of goods/services directly covered under the registration.

**Note:** The exemption shall not apply to traders, agents, dealers, distributors, or firms engaged in works contracts, even if they are registered under MSME or NSIC.

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 64,500/- (Rupees Sixty-Four Thousand Five Hundred Only) through NEFT/RTGS)**

**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).

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### Key Note's

- EMD shall be exempted to Micro & Small Enterprises registered for the tendered items/as per the latest Govt. of India guidelines. MSE's/Start-up Policy is meant for procurement of only goods produced and services rendered by MSE's. However, traders/distributors/sole agent/works contracts 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.
- 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, it has withdrawn its Bid during the validity period of the Bids and any extensions thereto.
- After opening of the financial bid, alters the quoted rates/conditions in the Bid.
- Fails to provide /furnish the Performance Bank Guarantee within stipulated period mentioned in the Letter of Acceptance.
- Does not reply to any queries that may be raised after opening of technical/financial bids.
- If the bidder does not accept the corrections made by ICAT to its Bid Price pursuant to "Examination of Financial Proposal and Correction of Arithmetical Errors".

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### Chapter - 4

#### Pre-Qualification & Technical Evaluation Criteria

##### Part - I (Pre-Qualification/Minimum Eligibility 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. **Technical Compliance and Mandatory Submission Requirements:** Bidders are required to strictly comply with the technical specifications outlined in the bid document for the supply of "*Coolant Flow Meter & Fuel Flow Sensor*". In support of their compliance, bidders must submit:
  - A **duly filled and signed technical compliance sheet** clearly indicating conformity with each of the specified technical parameters; and
  - A **detailed technical catalogue or datasheet** of the offered product, issued by the original equipment manufacturer (OEM), substantiating the claimed specifications.

Further, it is a **mandatory requirement** that all bidders submit a **comprehensive and complete proposal** covering the entire scope of supply as specified in the tender documents. This includes providing valid offers for **all items and components** listed under the scope of work. Any proposal that is incomplete in any respect—such as omission of required technical documentation, failure to quote for any item or part thereof, or submission of partial or conditional bids shall be deemed **non-compliant** and shall be **summarily rejected** without further evaluation. Non-compliance with this clause shall render the bid **ineligible for consideration** and the Procuring Entity shall not entertain any requests for clarification, modification, or reconsideration in such cases.

3. **Local Presence:** The Bidder must be an entity based and registered in India, possessing a valid legal status under applicable Indian laws and regulations.

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### 4. Bidder Eligibility – OEM or Authorized Channel Partner

The Bidder must be either:

- the Original Equipment Manufacturer (OEM) of the offered *Collant Flow Meter & Fuel Flow Sensor*, or
- an Authorized Channel Partner duly appointed by the OEM for the purposes of participation in this tender.

#### 4.1 In case the Bidder is an Authorized Channel Partner

- The Bidder shall submit a valid and current Authorization Certificate issued by the OEM, explicitly authorizing the Bidder to quote, supply, install, and provide after-sales support for the quoted equipment under this tender.
- The Authorization Certificate shall be submitted in the prescribed format annexed as **“Form VII”** in the tender document and must be duly signed and stamped by an authorized signatory of the OEM.
- Bids submitted without the required Authorization Certificate in the specified format shall be considered non-compliant and shall be rejected without further evaluation.

#### 4.2 In case the Bidder is the OEM

- The Bidder shall submit a self-declaration or certificate confirming their status as the Original Equipment Manufacturer (OEM) of the quoted product.
- This declaration must be furnished on the OEM’s official letterhead and signed by an authorized representative of the organization.
- Failure to submit the applicable certification or declaration as outlined above shall render the bid technically non-responsive, and such bids shall be summarily rejected.

#### 4.3 OEM Participation and Channel Partner Authorization

- A manufacturer (OEM) may authorize only one channel partner to participate in this tender, in accordance with the declaration submitted under **“Form VI - Declaration in Respect of Conflict of Interest”**.
- If both the OEM and its authorized channel partner submit bids under this tender, the bid submitted by the OEM shall be accorded precedence and taken forward for further evaluation. Consequently, the bid submitted by the authorized channel partner shall be summarily rejected and shall not be considered for further evaluation.
  - 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 XI” 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 quoted, then OEM should submit the certificate/declaration.

### 5. Financial Capacity: The bidder must have achieved an **average annual turnover of not less than INR 35 Lakhs** during the **last three consecutive financial years**, specifically for **FY 2022-23, 2023-24, and 2024-25**.

**Documentary Evidence Required: To substantiate the above, the Bidder shall submit any of the following documents as part of the Technical Bid.**

- A certificate from a Chartered Accountant (**Form XVI**), clearly certifying the annual turnover for each of the above-mentioned financial years, or
- A copy of the Audited Balance Sheet and Profit & Loss Account for each of the three financial years, duly certified by a Chartered Accountant or Statutory Auditor, or
- An attested certificate from a Government Department/Client confirming the turnover, provided it is backed by audited financial statements.

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### Mandatory Disclosures:

- Full contact details of the Chartered Accountant or Statutory Auditor who has certified the document, including Name, Designation, Firm Name, Email ID, Contact Number.
- The UDIN (Unique Document Identification Number), as issued by the Institute of Chartered Accountants of India (ICAI), must be clearly visible on all CA-certified documents and balance sheets.

**Non-Compliance:** Failure to submit the required financial documentation in the prescribed format, or failure to mention the CA/Auditor's contact details and UDIN, shall render the bid technically non-responsive and liable for rejection without any further evaluation.

6. **Prior Successful Execution of Similar Product or Equipment:** Within the preceding **three (3) financial years**, the Bidder must have successfully delivered, installed, and commissioned at least one **(1) unit of Coolant Flow Meter, Fuel Flow Sensor, or other technically similar system**, conforming to specifications comparable to those stipulated in this Tender Document. Such prior execution must be supported by satisfactory performance and completion certificates issued by the client. Eligible clients shall include, but not be limited to, **Central Government or State Government Departments, Public Sector Undertakings (PSUs), Autonomous Bodies, Government or Private Automotive Testing and Certification Agencies (such as ICAT, ARAI, NATRAX, GARC, or equivalent), and other reputed private sector organizations operating within India.** Documentary evidence, including copies of Work Orders and corresponding Completion or Performance Certificates, shall be furnished in support of compliance with this criterion.

*To establish compliance with this requirement, bidders shall submit documentary proof in the form of one or more of the following:*

- Copies of Purchase Orders (POs) or Work Orders clearly indicating the nature and scope of the equipment supplied.
- Completion Certificates or Client Testimonials confirming satisfactory performance.
- Any equivalent contractual documentation acceptable to the Procuring Entity.

Failure to submit adequate documentary evidence in support of this criterion may result in **disqualification** of the bid.

7. 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.
8. **Availability of Service Support Facility in India:** The bidder must have an established service support facility located within India to ensure prompt and effective technical assistance in the event of any equipment breakdown or service requirement during the warranty period and post-warranty period. This facility should be adequately staffed and equipped to handle all maintenance, repair, and support needs associated with the supplied equipment, thereby ensuring minimal downtime and continuity of operations.

The bidder shall submit a **declaration on their official letterhead**, duly signed by an authorized signatory, confirming the existence and operational readiness of such a service support facility in India. The declaration must also include:

- The address and contact details of the facility; and
- A commitment to provide service support in accordance with the terms of the contract, both during and after the warranty period.

Failure to provide the required declaration and evidence of service infrastructure may result in the bid being declared **non-compliant**.

### Bidders to Comply with:

9. *Rule 144(xi) of GFR 2017 regarding restrictions on procurement from a bidder of a country that shares a land border with India will be liable to rejection (refer to the Office Memorandum*

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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>.

10. 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>).

**Definition of 'Similar Nature':** For the purpose of determining technical similarity under this Tender, the term **"equipment of similar nature"** shall refer to instruments or systems designed for **measurement, monitoring, and calibration of fuel or coolant flow parameters** in automotive, engine testing, or allied industrial applications. This shall include, but not be limited to, **Fuel Flow Meters, Fuel Flow Sensors, Coolant Flow Meters, Flow Measurement and Data Acquisition Systems, or other equivalent flow measurement equipment** possessing comparable **technical specifications, accuracy standards, functionality, and integration capabilities** as those specified in this Tender Document.

**Such supply must have been executed for any of the following entities within India:**

- Any Ministry or Department of the Government of India.
- Any State Government Department or Agency.
- Any Public Sector Undertaking (PSU).
- The Automotive or Automotive Component Industry; or
- Any other reputed private sector organization recognized for technical and operational competence.
- Automotive Testing Laboratories, R&D Centres, Certification Agencies, OEM Test Facilities or Equivalent Industrial Environments

This definition shall be used to assess the bidder's technical experience and eligibility in accordance with the criteria specified in the tender document.

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#### Part - II (Technical Bid Evaluation Parameters)

Only those bidders who fully comply with the **Pre-qualification / Minimum Eligibility Criteria** as specified in **“Chapter - 4”** shall be considered eligible for further evaluation under the Technical Bid stage. Bidders failing to meet any of the conditions outlined in **“Chapter - 4”** shall be deemed non-responsive, and their bids shall be excluded from subsequent stages of the evaluation process, including technical and financial assessment.

Evaluation Parameter	Details	Marks (Marks)
Equipment Specifications	Technical Specifications/Requirements offered against the requirements spelt out in this tender	50
Service Support	<b>Local Support</b> (Delhi NCR) <ul style="list-style-type: none"> <li>Outside NCR &amp; Within India - 5 Marks</li> <li>Within NCR - 10 Marks</li> </ul>	10
Bidder's Past Experience	<b>Same/ Similar Nature Project</b> (In the Last 3 Years before bid submission) <ul style="list-style-type: none"> <li>1 Project - 10 Marks</li> <li>2-3 Projects - 12 Marks</li> <li>More than 3 Projects - 15 Marks</li> </ul>	15
	<b>Experience (Nos. of Year)</b> <ul style="list-style-type: none"> <li>3 Years (min.) - 5 Marks</li> <li>3 up to 5 Years - 8 Marks</li> <li>More than 5 Years - 10 Marks</li> </ul>	10
Bidder's Capability	<b>Financial Capability</b>	
	<b>Average Annual Turnover of 35 Lakhs in the past 3 FY: 2022-23, 2023-24 &amp; 2024-25</b> <ul style="list-style-type: none"> <li>35 Lakhs (min.) - 10 Marks</li> <li>35 Lakhs up to 70 Lakhs - 12 Marks</li> <li>More than 70 Lakhs - 15 Marks</li> </ul>	15
<b>Total Marks</b>		<b>100</b>

#### Evaluation Criteria and Preference Policy:

- Technical Evaluation Threshold - Mandatory Compliance**
  - Bidders must secure a **minimum of 50 out of 50 points** in the **Technical Specifications Evaluation** section. This is a **mandatory qualifying criterion**; failure to achieve the full technical specification score will result in **immediate disqualification**, irrespective of the total overall score.
- Overall Evaluation Threshold:** To qualify for financial bid opening, bidders must obtain a minimum of **80 out of 100 points (80%)** in the overall evaluation. This includes scores from technical specifications, company credentials, past performance, and other evaluation parameters as outlined in the tender document.
- Preference to Local Suppliers under Public Procurement Policy**
  - ICAT reserves the right to extend **purchase preference to local suppliers** in accordance with the provisions of the **Public Procurement (Preference to Make in India), Order 2017**, issued by the **Department for Promotion of Industry and Internal Trade (DPIIT)**, Ministry of Commerce and Industry, Government of India, vide Order No. **P-45021/2/2017-PP (BE-II)** dated **04.06.2020**, and any subsequent amendments thereto.

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- For detailed guidelines, bidders may refer to the DPIIT policy document available at: <https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>
  - Bidders seeking such preference must submit the requisite **self-declaration and certification** documents as per the DPIIT guidelines along with their Technical Bid.
4. **Purchase Preference for MSEs and Startups:** In accordance with the provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs), 2012 and the relevant guidelines issued by the Ministry of Micro, Small and Medium Enterprises (MSME), as well as Startup India Policy.
- **Preference as per Government Policy:** ICAT reserves the right to extend preference to Local Suppliers, Micro and Small Enterprises (MSE's), and Startups, in accordance with the applicable guidelines, circulars, and notifications issued by the Government of India, as amended from time to time. Such preference shall be accorded only upon submission of valid, relevant, and verifiable supporting documents along with the bid. Failure to provide the required documentation shall result in ineligibility for any preferential treatment.
  - **Applicability of MSE Public Procurement Policy:** In accordance with the Public Procurement Policy for Micro and Small Enterprises (MSE's) Order, 2012, as amended, the benefits under this policy shall apply exclusively to goods manufactured or services rendered by registered MSE's. Entities operating solely as traders, distributors, marketing agents, or engaged under works contracts are expressly excluded from the scope and benefits of this policy.
  - **Relaxation of Prior Turnover and Experience Requirements:** ICAT, at its sole discretion, may relax the requirements of prior turnover and prior experience for start-up enterprises recognized by the Department for Promotion of Industry and Internal Trade (DPIIT), provided that such entities fully comply with all quality standards, technical specifications, and performance criteria as specified in the tender documents. Such start-ups may be MSMEs or otherwise. Only registered Micro and Small Enterprises (MSEs) and DPIIT-recognized start-ups shall be considered for relaxation under this provision. Any such relaxation shall be strictly conditional upon the enterprise's demonstrated capability to meet all functional, operational, and contractual requirements of the tender. This relaxation shall be applied in accordance with the provisions of applicable government policies and shall not compromise adherence to the tender's prescribed technical, quality, or performance requirements. ICAT's decision in this regard shall be final and binding.
  - **Purchase Preference:** If an MSE or eligible Startup bidder quotes within **L1 + 15%** price range and agrees to match the L1 price, the order for up to **25%** of the total tendered quantity may be awarded to such MSE/Startup, as per the policy provisions.

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### Chapter - 5

#### Bid Rejection Criteria

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

1. **Non-Compliance with Bid Security Requirements**
  - Submission of bid without the required Earnest Money Deposit (EMD), or
  - Non-submission of the Bid Security Declaration Form (**Form IV**), or
  - Non-submission of valid Udyam Registration Certificate (for MSEs) or a DPIIT recognition certificate (for Startups) along with the bid.
2. **Financial Turnover Below Threshold:** Bidders must have an average annual turnover of not less than **INR 35 Lakhs** during the three most recent **financial years (FY 2022-23, 2023-24, and 2024-25)**. Failure to submit audited financial statements or turnover certificates certified by a Chartered Accountant (CA) for these years shall result in disqualification.
3. **Non-Submission of Statutory Registrations:** Bidders failing to submit valid copies of their GST registration certificate and Permanent Account Number (PAN) shall be deemed non-compliant.
4. **Unsatisfactory Client References:** If even one reference provided by the bidder is found to be unsatisfactory, the bidder shall be disqualified. Internal references obtained from NAB or its associated centres may also be considered valid for disqualification purposes, regardless of whether they are formally submitted with the bid.
5. **Conditional or Deviated Bids:** Any bid containing deviations, conditions, or modifications to the tender terms and conditions shall be summarily rejected.
6. **Incomplete Bid Submission:** It is a mandatory requirement that bidders submit comprehensive proposals covering all items listed in the tender. Any incomplete bid, including failure to quote for any item or component, shall be treated as non-compliant. Such bids shall be rejected without further correspondence, and the bidder shall be disqualified from the evaluation process.
7. **Segregated Bidding Process and Rejection of Non-Compliant Submissions:** Bids under this Tender shall be submitted through the GeM Portal under a Segregated Bidding Process, comprising separate Technical and Financial Bids, as prescribed in the Tender Document and as per GeM guidelines. The Technical Bid shall contain only technical information and supporting documentation, with no reference to prices or commercial terms. Submission of any price details, financial information, or commercial quotation within the Technical Bid, either directly or indirectly, on the GeM Portal shall constitute a material deviation and result in summary rejection of the bid without further evaluation. Such non-compliance shall render the bidder ineligible for consideration under this Tender, and the decision of the Procuring Entity / Evaluation Committee in this regard shall be final, conclusive, and binding, with no correspondence entertained thereafter.
8. **Non-Compliance with Pre-Qualification/Minimum Eligibility Criteria:** Failure to satisfy any single condition under the "Pre-qualification / Minimum Eligibility Criteria" section shall result in the immediate disqualification of the bid from the tender process.
9. **IP Address Duplication on GeM Portal:** The Government e-Marketplace (GeM) portal tracks and displays the IP addresses used by Buyers and Bidders/Sellers. Bids submitted from identical or shared IP

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addresses across different bidders/sellers shall be considered suspicious and will be automatically disqualified from further evaluation.

10. **OEM Participation and Channel Partner Authorization:** A manufacturer (OEM) may authorize only one channel partner to participate in this tender, in accordance with the declaration submitted under **“Form VI - Declaration in Respect of Conflict of Interest”**. If both the OEM and its authorized channel partner submit bids under this tender, the bid submitted by the OEM shall be accorded precedence and taken forward for further evaluation. Consequently, the bid submitted by the authorized channel partner shall be summarily rejected and shall not be considered for further evaluation.
11. **Bid Rejection Criteria – Bid Rigging and Conflict of Interest:** The Purchaser reserves the right to reject any bid or disqualify any bidder from the tendering process at any stage if, in the opinion of the Purchaser, there is sufficient evidence to conclude that:
  - **Bid Rigging:** The Bidder has engaged in any form of collusive bidding, bid rigging, cartel formation, or anti-competitive practices, whether directly or indirectly, with other bidders in order to influence the outcome of the bidding process. Such practices shall include but are not limited to: Sharing of bid prices or commercial terms prior to bid submission or Agreement among bidders not to compete or to submit complementary bids or Coordinated bid withdrawals or bid rotation schemes.
  - **Conflict of Interest: A Conflict of Interest exists or is reasonably deemed to exist if**
    - The Bidder or any of its associated entities, subsidiaries, or affiliates has a direct or indirect relationship with another bidder participating in the same tender, which could compromise the integrity or fairness of the procurement process.
    - The Bidder has a relationship with any official, employee, or representative of the Purchaser who is directly or indirectly involved in the tender evaluation or award process.
    - The Bidder uses resources, infrastructure, or personnel that are also engaged in preparing or influencing another competing bid in this tender.
12. **Declaration of Integrity:** All Bidders shall submit a duly signed Declaration of Non-Collusion and Conflict of Interest in the format prescribed in the tender. Any failure to submit this declaration or submission of a false declaration shall lead to immediate disqualification and may result in blacklisting or legal action, as deemed appropriate by the Purchaser.
13. **Purchaser’s Rights:** The Purchaser shall have the sole discretion to determine whether a bid is non-compliant due to the reasons outlined above. In such cases, the Purchaser shall be under no obligation to inform the bidder of the grounds for disqualification or provide any further clarification. The decision of the Purchaser shall be final, binding, and non-contestable.

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### Chapter - 6

#### General Terms & Conditions

1. **Submission of Quotation and Technical Documentation:** The bidder shall submit a complete quotation strictly in accordance with the technical specifications detailed in the tender document. The bid must be accompanied by full technical documentation, including:

- Brand Name and Model of the Product,
- Detailed Specifications,
- Original technical literature and product brochures clearly highlighting compliance with the tendered specifications.

Additionally, a Statement of Compliance, prepared in the format prescribed under the Technical Specification section, shall be submitted for each line item. This Statement must be supported by verifiable and authentic documentation. All pages of the bid submission, including any amendments or corrections, must be duly signed and stamped by the authorized signatory of the bidding entity. Non-compliance with these requirements may lead to outright rejection of the bid at the discretion of the purchaser.

2. **Product Availability and Support:** The products quoted must not be categorized as End-of-Life (EOL) or End-of-Sale (EOS) as on the date of bid submission. The bidder shall submit a self-declaration confirming the availability and continued support of the quoted products. In the event the quoted model is withdrawn, discontinued, or becomes unsupported prior to delivery, the bidder shall, at no additional cost to ICAT, supply a functionally equivalent or superior product meeting or exceeding the original specifications. The replacement product must be of equal or better quality and functionality, ensuring no disruption to ICAT's operational requirements.
3. **Free of Cost Training:** The successful bidder shall provide comprehensive training on the operation, maintenance, and effective utilization of the *"Four (4) Units of Coolant Flow Meter and Two (2) Units of Fuel Flow Sensor"* at no additional cost to ICAT. This training shall be conducted on-site and cover all relevant functionalities, including but not limited to, hardware setup, software operation, data acquisition, processing, and troubleshooting. The training program must be completed within a reasonable timeframe following the successful delivery and commissioning of the equipment. The bidder shall ensure that qualified and experienced personnel conduct the training sessions and shall provide all necessary training materials and documentation. The provision of this training is a mandatory condition of the contract and shall not be construed as a separate service subject to additional charges.
4. **Delivery Instructions:** The successful bidder shall deliver the *"Four (4) Units of Coolant Flow Meter and Two (2) Units of Fuel Flow Sensor"* to the designated ICAT site as specified in the Purchase Order. Delivery should be done strictly in accordance with the terms and timelines stipulated in the contract. The bidder shall ensure that all equipment is securely packed, clearly labelled, and transported in a manner that prevents damage, loss, or deterioration during transit. The delivery shall be accompanied by all necessary documentation, including but not limited to, original invoices, packing lists, user manuals, warranty certificates, and any required customs or regulatory paperwork. Upon arrival at the delivery location, the bidder shall coordinate with

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ICAT's authorized representatives for unloading, inspection, and acceptance of the goods. Any discrepancies, damages, or shortages identified during delivery shall be documented in the presence of both parties and promptly addressed by the bidder. The bidder shall be responsible for completing all formalities related to delivery, including obtaining receipts or delivery acknowledgments, and shall bear all risks and costs associated with transportation until the goods are duly received and accepted by ICAT. Failure to comply with these delivery instructions may result in withholding of payments, imposition of liquidated damages, or other remedies as provided under the contract.

5. **Equipment Insurance Instruction:** The bidder shall be solely responsible for insuring the goods during transit. The equipment must be covered under a comprehensive transit insurance policy for **100%** of the value of the goods and should be valid until successful delivery and formal acceptance by ICAT. The insurance shall cover all risks including, but not limited to, damage, theft, loss, fire, or any other unforeseen incident during transportation. The bidder shall be responsible for completing all formalities related to delivery, including obtaining receipts or delivery acknowledgments, and shall bear all risks and costs associated with transportation until the goods are duly received and accepted by ICAT.
6. **Delivery Period:** The Successful Bidder shall be responsible for the delivery, installation, testing, commissioning, and training of **Four (4) Units of Coolant Flow Meter and Two (2) Units of Fuel Flow Sensor, along with submission of all original warranty documentation and provision of comprehensive user training, within One Hundred Twenty (120) Calendar Days from the date of receipt of the GeM Contract/Purchase Order.** Compliance with the stipulated delivery schedule, proper commissioning of the equipment, and completion of training shall be treated as material terms and conditions of the Contract, and any deviation or delay shall be deemed a breach of the contractual obligations, inviting action as per the provisions of the Tender.
7. **Payment Terms:** Subject to the Supplier's full compliance with all contractual obligations, **100% of the total contract value shall be payable within fifteen (15) calendar days** from the date of final acceptance on the **Four (4) Units of Coolant Flow Meter and Two (2) Units of Fuel Flow Sensor.**

As a condition precedent to payment, the Supplier shall furnish a **Performance Bank Guarantee (PBG) equivalent to five percent (5%) of the total contract value**, issued by a scheduled commercial bank and valid for the duration of the warranty period as specified under the contract.

***In the event the Supplier fails to submit the required PBG within the stipulated period, ICAT shall be entitled to withhold an amount equivalent to 5% of the final invoice value. This withheld amount (hereinafter referred to as the "Retention Amount") shall serve in lieu of the PBG and shall be retained by ICAT until the successful completion of the warranty period, which is specified as Twenty-Four (24) Months from the date of final acceptance. The Retention Amount shall be released only upon the Supplier's satisfactory fulfilment of all warranty and other contractual obligations.***

All payments shall be subject to the deduction of applicable taxes, duties, levies, and other statutory charges, in accordance with prevailing laws and regulations.

**No payment shall be processed by ICAT unless one of the following conditions is fulfilled:**

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- Submission and acceptance of a valid Performance Bank Guarantee; **or**
- Retention by ICAT of an amount equivalent to 5% of the invoice value, in lieu of the PBG.

#### 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.
- Calibration Certificate (If Any)

8. **Warranty Conditions:** The supplied *Four (4) Units of Coolant Flow Meter and Two (2) Units of Fuel Flow Sensor should be with Comprehensive On-Site Warranty for a period of Twenty-Four (24) Months from the date of successful delivery, installation, and formal acceptance by ICAT.*

#### The warranty shall include the following conditions:

- The supplier shall, at no additional cost to ICAT, perform all necessary repairs or replacements arising from manufacturing defects or material failures.
- The warranty coverage shall encompass all associated costs, including labour, transportation, and the replacement of defective components.
- Any faults, defects, or malfunctions identified during the warranty period shall be addressed promptly and effectively to ensure continuous and reliable operation of the equipment.

The successful bidder shall be required to submit a formal warranty declaration, issued on the Original Equipment Manufacturers (OEM) official letterhead, confirming that the equipment is fully covered by a *Twenty-Four (24) Months Comprehensive Warranty*. The warranty shall not extend to damages resulting from misuse, negligence, improper handling, force majeure events, or any unauthorized modifications or repairs carried out by third parties not approved by the OEM or the supplier.

9. **Liquidated Damages:** Time shall be deemed to be the essence of this Contract. In the event that the *Successful Bidder fails to deliver, install, and commission the Four (4) Units of Coolant Flow Meter and Two (2) Units of Fuel Flow Sensor, including completion of training, within the stipulated delivery period as specified in the GeM Contract/Purchase Order, the Bidder shall be liable to pay Liquidated Damages (LD) to ICAT at the rate of Zero Point Five Percent (0.5%) of the total Contract Value for each week of delay or part thereof, subject to a maximum of Ten Percent (10%) of the total Contract Value.* The imposition of such Liquidated Damages shall be construed as a genuine pre-estimate of the loss likely to be suffered due to the delay and shall be without prejudice to ICAT's right to invoke other remedies, including termination of the Contract for prolonged delays, as provided under the relevant terms and conditions. The recovery of Liquidated Damages shall not absolve the Bidder from its contractual obligations to complete the delivery, installation, commissioning, and training, nor shall it limit ICAT's right to seek additional remedies available under the Contract or applicable law.
10. **Performance Bank Guarantee (PBG):** The successful bidder shall furnish a Performance Bank Guarantee (PBG) in the prescribed format, issued by a scheduled commercial bank in India having branch located in the Delhi/NCR region, for an amount equivalent to *five percent (5%) of*

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*the total contract value.* The PBG must be submitted *within fifteen (15) calendar days from the date of issuance of the Purchase Order.* The PBG shall be unconditional, irrevocable, and enforceable on demand, and must be submitted in physical form. It shall remain valid for a period of *Twenty-Four (24) Months from the date of successful delivery, installation, and acceptance of the equipment by ICAT, with an additional claim period of sixty (60) days beyond the expiry of the warranty period.* Failure to submit the required PBG may also result in the cancellation of the Purchase Order, forfeiture of the Earnest Money Deposit (EMD) (if applicable), and enforcement of any other remedies available to ICAT under the contract or applicable law. The PBG amount shall be released only after the supplier has fully and satisfactorily complied with all terms and conditions of the contract, including the resolution of any pending issues arising during the warranty period.

11. **Retention in Lieu of Non-Submission of Performance Bank Guarantee:** Should the successful bidder fail to furnish the required Performance Bank Guarantee (PBG) within the prescribed timeframe, ICAT reserves the right to withhold an amount equal to *five percent (5%) of the total contract value* from the bidder's final invoice. Such withheld amount shall be retained by ICAT as a security in lieu of the PBG, without any accrual of interest. The retention amount shall be released to the bidder solely upon the successful completion of the warranty period and upon the full and satisfactory fulfilment of all contractual obligations, including the resolution of any outstanding issues.

12. **Assignment and Sub-Contracting**

- The Successful Bidder shall not, without the prior written consent of the Procuring Entity, sublet, assign, transfer, delegate, or otherwise dispose of the Contract or any part thereof, or any rights, interests, benefits, or obligations arising therefrom, in any manner whatsoever.
- The Successful Bidder shall provide the Procuring Entity with prompt written notification of all subcontracts awarded under this Contract that were not disclosed in the original bid or contract documentation. Such notification shall not relieve or discharge the Successful Bidder from any liability, obligation, or responsibility under this Contract.
- Subcontracting shall be permitted solely for the procurement of bought-out items and incidental works or services directly related to the execution of the Contract. All subcontracted work shall be subject to the Successful Bidder's full responsibility and compliance with the terms, conditions, and obligations of this Contract. Subcontracting shall not be used as a means to circumvent or diminish the Successful Bidder's contractual responsibilities or performance obligations.
- Any assignment, subletting, or transfer of the Contract, or any part thereof, without the prior written approval of the Procuring Entity, shall be deemed a material breach of Contract. In the event of such unauthorized assignment or subcontracting, the Procuring Entity reserves the right to invoke any or all remedies available under the Contract and/or applicable law, including but not limited to termination of the Contract, forfeiture of performance guarantees, and claims for damages.

13. **Intellectual Property Rights (IPR)**

- **Ownership of Existing Intellectual Property:** All Intellectual Property Rights in the equipment, including patents, designs, trademarks and proprietary technologies, shall

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remain vested with the Original Equipment Manufacturer (OEM) or the Bidder, as applicable.

- **Right to Use Equipment and Documents:** ICAT shall have the unrestricted right to use the equipment supplied under the Contract for official purposes. The operation, maintenance and user manuals supplied along with the equipment may be copied, stored and shared internally by ICAT for training, operation and maintenance purposes.
- **Embedded Software/Firmware (if any):** Where the equipment includes embedded software or firmware, ICAT shall have a perpetual, royalty-free and non-exclusive license to use the same solely for the operation, maintenance and servicing of the equipment. No separate license fee shall be payable.
- **Non-Infringement Assurance:** The Bidder shall ensure that the supply, installation and use of the equipment by ICAT do not infringe any Intellectual Property Rights of any third party.
- **Indemnity:** The Bidder shall indemnify and hold harmless ICAT from and against any loss, claim, demand, cost or expense arising out of any alleged or actual infringement of Intellectual Property Rights in relation to the supplied equipment.
- **Use of ICAT Name and Logo:** The Bidder shall not use the name, logo, emblem or any official identification of ICAT for publicity, advertisement or commercial purposes without prior written approval of ICAT.
- **Survival:** The provisions of this clause shall survive the completion, expiry or termination of the Contract.

14. **Indemnity:** The Successful Bidder/Vendor shall defend, indemnify and hold harmless ICAT, its officers, employees and representatives, from and against any and all actions, causes of action, claims, demands, liabilities, suits, proceedings, judgments, liens, awards, damages, losses, costs and expenses, including costs of litigation and legal fees, to the extent such claims arise out of or are attributable to

- Any infringement or alleged infringement of Intellectual Property Rights, including patents, copyrights, trademarks or designs.
- Any wrongful use or unauthorized disclosure of trade secrets or confidential information; or
- Any act, omission or negligence on the part of the Successful Bidder/Vendor or its personnel, in connection with the performance of the Contract or the supply, installation, use or operation of the goods and/or services provided thereunder.

#### 15. ICAT's Rights

- **Right to Inspect and Verify:** The International Centre for Automotive Technology (ICAT) reserves the right to inspect, test, and verify the Equipment and all related components at any stage during manufacturing, pre-delivery, installation, commissioning, and operational phases to ensure strict compliance with the tender specifications, contractual terms, and applicable standards.
- **Right to Reject:** ICAT shall have the right to reject any equipment, parts, or services that do not conform to the prescribed technical specifications, quality requirements, or contractual obligations without prejudice to its rights under the contract. Rejected goods or services

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shall be replaced or rectified by the Successful Bidder at no additional cost to ICAT within the stipulated time frame.

- **Right to Seek Clarifications and Modifications:** ICAT reserves the right to seek clarifications, request additional information, or require modifications to the equipment or services at any point during the contract period to ensure alignment with its operational requirements and safety standards.
  - **Right to Audit and Access Records:** ICAT shall have the right to audit, access, and review all relevant documentation, quality records, test reports, and certifications related to the Equipment and all related components supplied under this contract.
  - **Right to Enforce Contractual Remedies:** In the event of breach, delay, or non-performance by the Successful Bidder, ICAT reserves the right to invoke any and all remedies available under the contract, including but not limited to penalties, liquidated damages, withholding of payments, or termination of the contract.
  - **Right to Final Acceptance:** The final acceptance of the Equipment and all related components shall rest solely with ICAT and shall be contingent upon satisfactory fulfilment of all technical, operational, and contractual requirements as determined by ICAT's authorized representatives.
  - **Right to Reject, Modify, or Cancel Tender:** ICAT expressly reserves the right to reject, modify, or cancel the tender process, in whole or in part, at any stage without assigning any reason thereof and without incurring any liability whatsoever to any bidder or party.
16. **Price Quotation and Correction:** All prices must be quoted in Indian Rupees (INR) and shall be entered in numerical figures only. In the event of any arithmetic discrepancy between the unit price and the total price derived from the multiplication of unit price by quantity, the unit price shall be deemed correct, and the total price shall be corrected accordingly. If the bidder does not accept the correction of errors, the bid shall be rejected.
17. **Acceptance of Terms:** The bidder is required to sign and stamp all pages of the tender document, including any corrigenda or annexures, as a token of unconditional acceptance of all terms, conditions, and obligations stated therein. Failure to comply with this requirement may result in rejection of the bid on procedural grounds.
18. **Applicability of ATC and GeM General Terms and Conditions:** All provisions, stipulations, obligations, and requirements set forth in the Additional Terms and Conditions (ATC) shall be strictly binding and enforceable upon all bidders, without exception. In respect of any matter, condition, or contingency that is not expressly covered, specified, or regulated under the ATC, the GeM General Terms and Conditions shall ipso facto govern such aspects and shall be deemed to be incorporated into, and to form an integral part of, this tender document with full force and effect.
19. **Delivery Location:** International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122051 (Haryana).
20. **Billing Address:** International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122051 (GST No. 06AABAN9435G2ZI)

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21. **Delivery Terms:** The delivery of all materials, equipment, components, and tools required for the execution of the contract shall be on a Free on Road (FOR) basis to the ICAT Project Site at Manesar. The responsibility for packing, forwarding, loading, transportation, transit insurance, and unloading of all goods at the designated ICAT site shall rest solely with the Contractor. All deliveries shall be made in good condition, properly secured, and ready for immediate use or installation, as applicable under the contract.
22. **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.
23. **Rejection of Conditional Bids:** Bidders are required to submit their offers strictly in accordance with the terms, conditions, and specifications stipulated in this tender document. Conditional bids or bids containing deviations, assumptions, qualifications, or conditions not expressly permitted in the tender shall be considered non-responsive and are liable to be summarily rejected without any further notice or obligation on the part of the Purchaser. The Purchaser shall not entertain any correspondence or clarification on such rejected bids, and the decision of the Purchaser in this regard shall be final, binding, and non-contestable.
24. **Qualification Criteria:** Only those bids that meet the technical specifications and evaluation criteria as outlined in the tender document shall be considered. Bidders must provide all necessary documentation to demonstrate compliance with these criteria.
25. **Award of Contract:** The contract shall be awarded to the bidder who satisfies the qualification criteria and offers the lowest (L1) price, subject to compliance with all other terms and conditions of the tender.
26. **Governing Law:** This tender and any resulting contract shall be governed by and construed in accordance with the laws of the Republic of India.
27. **Submission of Modifications or Improvements to the Conditions of Contract**
  - i. **Permissibility of Proposed Deviations or Improvements:** Bidders may, if considered necessary, propose deviations, modifications or improvements to the Conditions of Contract, provided that such proposals are clearly justified, directly relevant to the scope, objectives and gender-related outcomes of the Tender, and demonstrably in the best interest of the International Centre for Automotive Technology (ICAT). Any such proposal shall be drafted in clear, precise and unambiguous terms and shall not alter the fundamental nature, scope, deliverables or objectives of the Tender.
  - ii. **Manner and Format of Submission:** All proposed deviations, modifications or improvements shall be submitted strictly in the prescribed format, namely ***“Form XII - Deviations or Modifications Suggested”*** and shall be uploaded through the Government e-Marketplace (GeM) portal or submitted to the designated email address(es), as specified in the Tender Document. Such submissions shall be made not later than ***seventy-two (72) hours*** prior to the scheduled bid submission deadline. Any submission received after the stipulated time shall not be considered and shall be summarily disregarded.
  - iii. **Declaration of No Deviation:** Bidders who do not intend to propose any deviations or improvements shall submit an explicit declaration to that effect by indicating ***“No***

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- Deviation Suggested* in *Form XI*. Failure to submit either *Form XI or Form XII* within the prescribed time shall be deemed to constitute the Bidder's unconditional, irrevocable and unqualified acceptance of all terms, conditions and provisions of the Tender Document, without any exception, reservation or qualification whatsoever.
- iv. **Finality and Binding Nature of Submissions:** No deviations, modifications, clarifications or conditional proposals shall be accepted or entertained after the expiry of the prescribed deadline or at any stage subsequent to bid submission. Any bid containing conditional terms, late submissions or non-compliant deviations shall be liable to rejection outright, without any requirement for further clarification, correspondence or opportunity of rectification.
- v. **Discretion of ICAT:** ICAT reserves the sole, absolute and unfettered discretion to accept or reject, in whole or in part, any proposed deviation, modification or improvement submitted by a Bidder. Acceptance of any such proposal, if considered appropriate, shall be communicated only through a corrigendum issued to the Tender Document. ICAT may, at its discretion, revise the bid submission timeline to enable prospective bidders to respond to such corrigendum. The decision of ICAT in this regard shall be final, conclusive and binding on all Bidders.
28. **Confidential Information:** ICAT and Selected Bidder shall keep confidential and not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of contract.
29. **Unsatisfactory Performance:** The successful bidder hereby agrees and acknowledges that the International Centre for Automotive Technology (ICAT) shall have the sole and absolute discretion to evaluate and determine the suitability, quality, and performance of any component(s), subsystem(s), or complete system(s) supplied under this contract, whether during the pre-dispatch, inspection, testing, installation, commissioning, or post-commissioning phases. In the event that any component, equipment, or system – whether in part or in full – is found to be **deficient, substandard, non-compliant with specifications**, or otherwise **unsatisfactory** in the opinion of ICAT, ICAT reserves the unequivocal right to **reject such component(s) or system(s)** without incurring any liability, financial or otherwise, and **without any obligation to provide justification** or explanation for such rejection. The **bidder expressly undertakes** to abide by and accept ICAT's decision in this regard as **final and binding**, and **waives all rights to contest, dispute, or seek redressal** in respect of such decision. No claim for costs, compensation, or consequential damages shall be entertained by ICAT under such circumstances.
30. **Termination of Contract:** If the performance of the successful bidder (hereinafter referred to as the "Vendor") is found to be unsatisfactory – whether in terms of timely delivery, quality of the goods supplied, or non-compliance with the contractual obligations – ICAT shall issue a written notice to the Vendor, treating the same as a formal warning. If, notwithstanding the first warning, the Vendor fails to rectify the deficiencies or does not take corrective measures within **fifteen (15) days** from the date of the first notice, a **second and final warning** shall be issued.

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Should the Vendor continue to remain non-compliant or fail to meet the required performance standards even after issuance of the second warning, **ICAT reserves the right to terminate the contract/work order**, in whole or in part, **by giving one (1) month's written notice**, without assigning any further reason and without any liability whatsoever on the part of ICAT.

#### Upon termination:

- The contract shall become **null and void** from the date of expiry of the notice period.
- Any pending payment deemed payable to the Vendor, if any, shall be **withheld or forfeited** at the discretion of ICAT.
- **No further claims, liabilities, or compensations** of any kind shall be entertained by ICAT.
- The Vendor shall be required to **withdraw all deployed personnel, equipment, and material** from ICAT premises within **thirty (30) days** from the termination date.
- **Failure to vacate the premises** may lead to ICAT taking appropriate legal and administrative measures.

The decision of the Competent Authority of ICAT regarding the performance of the Vendor and termination of the contract shall be final and binding.

31. **Dispute Resolution (Arbitration):** In the event of any dispute or difference arising between the International Centre for Automotive Technology (ICAT) and the Contractor/Supplier in connection with or arising out of this Contract, including any matter relating to the interpretation or performance of its terms, the parties shall endeavour to resolve such disputes amicably through mutual discussion and consultation.

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

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

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

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

32. **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.

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- **“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.
33. **Collusive Bidding or Bid Rigging or Cartelization:** The Bidder(s) acknowledges and agrees that any form of bid rigging, cartelization, or coordination among bidders, aimed at manipulating the bidding process or prices, is strictly prohibited. In the event of any evidence or suspicion of collusion, bid rigging, or cartel behaviour, the Tendering Authority reserves the right to reject the bid(s) and take appropriate legal action, including but not limited to debarment from future tenders and reporting to relevant authorities. Bidders are required to submit their bids independently, without any undue influence or agreement with other participants in the tender process.
34. **Integrity Clause**
- **Integrity Pact:** The Bidder/Supplier/Contractor shall maintain the highest standards of integrity and shall not indulge in any corrupt, fraudulent, collusive, coercive, or undesirable practices while participating in the tender process or in execution of the contract.
  - **Prohibition of Corrupt Practices:** The Bidder shall not offer, give, solicit or accept, directly or indirectly, any bribe, gift, consideration, reward, commission, or other advantage as an inducement or reward for doing or forbearing to do any act in relation to the tender or contract.
  - **Compliance with Laws:** The Bidder shall comply with all applicable laws, rules, regulations, and guidelines, including but not limited to the General Financial Rules (GFR) issued by the Government of India and relevant procurement manuals.
  - **Declaration of Non-Conflict:** The Bidder affirms that it has not been convicted of any offense involving corrupt or fraudulent practices and is not involved in any ongoing investigation related to such offenses.
  - **Consequences of Breach:** Any violation of this Integrity Clause shall entitle the Purchaser/Contracting Authority to reject the bid, terminate the contract, and take any other legal action including blacklisting/debarment as per applicable rules.

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- **Reporting Mechanism:** Bidders may report any observed or suspected violation of this clause through appropriate channels as prescribed in the tender documents or procurement manuals.
35. **MSE's & Startups Exemption Applicability:** ICAT reserves right to relax the condition of prior turnover and prior experience for Micro or Small Enterprise (MSE) and Start-up enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final.
- If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder may be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria shall upload the supporting documents to prove his eligibility for exemption.
  - If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder may be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
  - If the bidder is a DPIIT registered Startup, the bidder may be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria shall upload the supporting documents to prove his eligibility for exemption.
  - If the bidder is a DPIIT registered Startup, the bidder may be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
36. **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

### Additional Terms & Conditions (ATC)

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.

37. 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.

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### Form "I"

#### Performa for Performance Bank Guarantee

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

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

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

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

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

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- (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.

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**Form "II"**

**Bidder Information 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	
6	9 Digit MICR Code of the Branch	
	Registration and Incorporation Particulars of the bidder indicating legal status such as Company, partnership/proprietorship concern, etc (Please attached copies of the relevant documents/certificates)	
7	GST Registration Details	
8	Copies of Permanent Income Tax Number (PAN)/Income Tax Circle	
9	Copies of Income Tax Returns Filed for the Last Three Financial Years should be attached	
10	Annual Turnover for the Last Three Years (Audited A/c Statements such as Profit & Loss A/c, Balance Sheets,	

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	etc for the last three financial years should be attached) <i>Form XVI</i>	
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 <i>Form "VII)</i> .	
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). <i>Form XIV</i>	
13	Declaration regarding blacklisting or otherwise by the government departments as given in " <i>Form III</i> "	
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	

**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:

\_\_\_\_\_

Coolant Flow Meter & Fuel Flow Sensor For ICIR Dept.

**Additional Terms & Conditions (ATC)**

**Annexure "IV"**

**Format of Declaration In Lieu of EMD/Bid Security**  
**(To be submitted on the Bidder's Letter Head)**

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

**Reference:** Supply, Installation, Testing, Commissioning and Training of Four (4) Units Coolant Flow Meter and Two (2) Fuel Flow Sensor at ICAT Centre - 1, Manesar (Haryana), ICAT/GeM/ICIR/CFM&FFS/2025-26/29.

**Sir/Madam,**

We, the undersigned, solemnly declare that:

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

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

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

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

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

**(Signature with Date)**

**(Name and Designation)**

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

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

**Place.....**

**Additional Terms & Conditions (ATC)**

**Form "V"**

**Earnest Money Deposit**

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

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

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

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

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

OR

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

Name of Bidder

Signature of Authorised Representative

**Additional Terms & Conditions (ATC)**

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

**Tender No.** ICAT/GeM/ICIR/CFM&FFS/2025-26/29

**Tender Detail:** Supply, Installation, Testing, Commissioning and Training of Four (4) Units Coolant Flow Meter and Two (2) Fuel Flow Sensor at ICAT Centre - 1, Manesar (Haryana).

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

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

Full Name of Legal Representative/ Agent	
Whether employee of Bidder-Firm or not? (Yes/No)	
Designation	
Office Address	
Office Land-Line Nos.	
Mobile No.	

### Additional Terms & Conditions (ATC)

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

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

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

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

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

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

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

### Additional Terms & Conditions (ATC)

*the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.*

- f) *in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:*
- 1. The principal manufacturer directly or through one Indian agent on his behalf; and*
  - 2. Indian/ foreign agent on behalf of only one principal.*
- g) *a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.*
- h) *In case of a holding company that has more than one independent manufacturing unit or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.*
- i) *Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.*

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

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

For (Firm Name)

Signature of Director/Partner/Proprietor/ Authorized Signatory

Authorized Signatory Name:

Place:

Date:

Stamp / Seal of Firm

\_\_\_\_\_

Additional Terms & Conditions (ATC)

Form "VII"

OEM Authorization Certificate

Date:

To

The Procurement Officer,

International Centre for Automotive Technology (ICAT),

Unit - National Automotive Board (NAB), Ministry of Heavy Industries (Govt. of India)

Plot No. 26, Sector 3, IMT Manesar, Gurugram - 122051, Haryana, India.

**Subject:** OEM Authorization Certificate for Participation in Tender for *Supply, Installation, Testing, Commissioning and Training of Four (4) Units Coolant Flow Meter and Two (2) Fuel Flow Sensor at ICAT Centre - 1, Manesar (Haryana), ICAT/GeM/ICIR/CFM&FFS/2025-26/29.*

Dear Sir/Madam,

We, [OEM's Company Name], having our registered office at [OEM's Address], hereby authorize M/s [Bidder's Company Name], having its office at [Bidder's Address], to participate in the above-mentioned tender and to offer and supply our products, spares, and services as specified in the tender documents issued by ICAT.

**This authorization is granted for the specific purpose of enabling M/s [Bidder's Company Name] to:**

- Offer and supply genuine products and spares manufactured by us.
- Carry out installation, testing, commissioning, maintenance, and/or reconditioning services related to our equipment.
- Provide after-sales support, including warranty, repair, and service obligations as applicable under the scope of the tender.

**We confirm that:**

1. M/s [Bidder's Company Name] is our authorized dealer/reseller/partner for the following product line(s):
2. List of authorized equipment/systems/spares related to *Coolant Flow Meter & Fuel Flow Sensor*
3. The products and services offered by them shall be genuine, OEM-approved, and sourced directly through us or our authorized supply channels.
4. We shall extend all necessary technical support, spare parts supply, documentation, and warranty backing to M/s [Bidder's Company Name] for fulfilling their contractual obligations arising out of this tender, during both execution and warranty periods.
5. This authorization shall remain valid from [Start Date] to [End Date], unless earlier revoked by the OEM in writing with prior notice to ICAT.

We confirm that the authorization is being issued solely for the purpose of this specific tender and shall not be construed as a general appointment unless expressly stated.

We request you to consider this certificate as part of the technical bid submitted by M/s [Bidder's Company Name].

Yours sincerely,

For and on behalf of [OEM's Company Name]

Authorized Signatory: \_\_\_\_\_

Name: [Full Name]

Designation: [Official Title]

Seal & Signature:

Date: [Insert Date]

Place: [Insert Place]

Additional Terms & Conditions (ATC)

Form "VIII"

Declaration and Undertaking from Original Equipment Manufacturer (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, Gurgaon 122050 (Haryana)

**Sub:** Undertaking by *Original Equipment Manufacturer* against *tender for Supply, Installation, Testing, Commissioning and Training of Four (4) Units Coolant Flow Meter and Two (2) Fuel Flow Sensor at ICAT Centre - 1, Manesar (Haryana), "ICAT/GeM/ICIR/CFM&FFS/2025-26/29"*.

Dear Sir/ Madam, I/We, M/s \_\_\_\_\_ (Name of the OEM) having registered office at \_\_\_\_\_ (address of the manufacturer) by virtue of being original equipment manufacturer for the \_\_\_\_\_ (Name of the product/s).

**We hereby confirm the following points.**

1. Parts supplied by us are certified and compatible with the solution offered.
2. Parts supplied and available are not declared as End-Of-Life/ EOS for next **5 Years** from the date of acceptance. After installation, if such parts are found End-Of-Life, then it will be our responsibility to replace with newer and higher compatible parts along with implementation at no cost to the "*International Centre For Automotive Technology (ICAT)*" during the warranty period i.e., **2 Year (24 Months)**.

The undersigned is authorized to issue such authorization on behalf of M/s \_\_\_\_\_ (Name of the manufacturer).

For M/s \_\_\_\_\_ (Name of the manufacturer)

Signature & company seal  
Name Designation  
Email  
Mobile No.

**Additional Terms & Conditions (ATC)**

**Form "IX"**

**Undertaking For Product/Service Compliance**  
(To be submitted Original on Bidder Letter Head)

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

**Sub:** Undertaking for Product/Service Compliance

**Dear Sir/ Madam,**

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

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

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

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

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

Coolant Flow Meter & Fuel Flow Sensor for ICIR Dept.

**Additional Terms & Conditions (ATC)**

**Form "X"**  
**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/ICIR/CFM&FFS/2025-26/29* as per the requirement during the period of contract.

Dated:

Place:

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

Coolant Flow Meter & Fuel Flow Sensor for ICIR Deptt

**Additional Terms & Conditions (ATC)**

**Form "XI"**

**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.

Coolant Flow Meter & Fuel Flow Meter for ICIR Dept.

### Additional Terms & Conditions (ATC)

#### Form "XII"

#### Deviations or Modification Suggested (To be submitted Original on Bidder Letter Head)

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

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

**Note:** Give clear reasons why you think the proposed solution is better than the Requirement expressed in **Chapter "1"** or any conditions expressed in **Chapter "7"**

#### Signature of Authorized Signatory with Stamp

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

Signature & company seal  
Name Designation  
Email  
Mobile No.

Coolant Flow Meter & Fuel Flow Sensor for ICAT Dept.

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

Coolant Flow Meter & Fuel Flow Sensor for ICIR Dept.

**Additional Terms & Conditions (ATC)**

**Form "XIV"**

**Details of Contracts**

(To be submitted Original on Bidder Letter Head)

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

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

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

Signature of authorized person

Date:

Name:

Place:

Seal:

**Additional Terms & Conditions (ATC)**

**Form "XV"**

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

Date \_\_\_\_\_

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

Dear Sir,

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

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

Thanking you,

Yours faithfully,

[Signature of Authorized Signatory]

[Name of Authorized Signatory]

[Designation]

[Company Seal]

[Date]

**Additional Terms & Conditions (ATC)**

**Form "XVI"**

**Format for Annual Turnover**

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

**Ref: Supply, Installation, Testing, Commissioning and Training of Four (4) Units Coolant Flow Meter and Two (2) Fuel Flow Sensor at ICAT Centre - 1, Manesar (Haryana), "Tender No. ICAT/GeM/ICIR/CFM&FFS/2025-26/29"**

**Annual Turnover Declaration**

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

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

**Certificate from the Chartered Accountant/Statutory Auditor**

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

Name of the audit firm:

Seal of the audit firm:

Membership No. of Chartered Accountant:

**UDIN:**

**Date:**

**(Signature, name and designation of the Chartered Accountant)**

**Note:**

1. The details submitted by the Bidder in **"Form II"** must be corrected and submitted by the bidder with UDIN. **"Form XVI"** submitted without valid UDIN shall not be considered.
2. Average annual turnover over the last three years (i.e. 2023-23, 2023-24 & 2024-25) shall be min. **INR 35 Lakhs**
3. Financial turnover: Financial statement / certificate duly signed and stamped from authorized Chartered Accountant with **UDIN No**

**Additional Terms & Conditions (ATC)**

**Form "XVII"**

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

*(To be submitted on Applicant's Letter Head)*

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

Dear Sir,

With reference to our bid proposal for participation in ICAT tender *ATC Document No. ICAT/GeM/ICIR/CFM&FFS/2025-26/29*, I/we hereby confirm that, I/We have read the clause as mentioned in the tender document mentioned above regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

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

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

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

\*Bidder to strike-off, if not applicable.

\*\*Bidder to mention the Annexure no.

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

Seal of Organization & Signature of Authorized Applicant

**Additional Terms & Conditions (ATC)**

**Form "XVIII"**

**Certificate Regarding Declaration of Local Content  
(On the Bidder Letter Head)**

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

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

Ref: NIT/GeM Document No: .....

Dear Sir/Madam,

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

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

Thanking You,

Yours Faithfully,

Authorised Signatory

Date.....

Place.....

Additional Terms & Conditions (ATC)

Form "XIX"

Price Reasonability Declaration Letter  
(On Bidder Letter Head)

To  
The Director,  
International Centre for Automotive Technology (ICAT),  
Unit - National Automotive Board (NAB), Ministry of Heavy Industries, Government of India,  
Plot No. 26, Sector 3, IMT Manesar, Gurugram - 122051, Haryana (India).

Subject: Supply, Installation, Testing, Commissioning and Training of Four (4) Units Coolant Flow Meter and Two (2) Fuel Flow Sensor at ICAT Centre - 1, Manesar (Haryana).

Reference: ICAT/GeM/ICIR/CFM&FFS/2025-26/29

Dear Sir/Madam,

We, M/s \_\_\_\_\_ (Name of Bidder), having our registered office at \_\_\_\_\_, do hereby certify and declare as under:

1. That the prices/rates quoted by us in response to the above-mentioned tender for the *Supply, Installation, Testing, Commissioning and Training of Four (4) Units Coolant Flow Meter and Two (2) Fuel Flow Sensor for ICIR Department* are **exclusive to the International Centre for Automotive Technology (ICAT)**.
2. That the prices offered are **not higher than those charged** to any other Government Department, Public Sector Undertaking (PSU), Autonomous Body, or reputed private automotive testing agency for similar goods or services, in the **recent past**.
3. That we have extended the **maximum applicable discount** to ICAT and hereby confirm that the price quoted to ICAT is the **lowest** offered by us to any of the institutions or organizations as mentioned above for comparable goods/services.
4. That in the event it is discovered at any stage during the currency of the contract that we have supplied the same or substantially similar goods/services to any other Government/PSU/Autonomous Body/Private Automotive Testing Agency at a **lower price**, we agree and undertake that ICAT shall, at its sole discretion, be entitled to exercise any one or more of the following remedies, without prejudice to its other legal rights or remedies:
  - Demand and recover the differential amount from us by way of refund or adjustment.
  - Cancel the purchase order in full or in part, without any liability on the part of ICAT.
  - Debar/blacklist us from participation in future tenders or procurement processes of ICAT.
  - Initiate appropriate legal proceedings under applicable laws for misrepresentation or breach of declaration.

We understand and accept that this declaration is a binding commitment forming an integral part of our bid, and any violation may result in appropriate penal or legal action.

Thanking you,  
Yours faithfully,

For and on behalf of M/s \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

Name & Designation: \_\_\_\_\_

Seal of the Bidder: \_\_\_\_\_

Date & Place: \_\_\_\_\_