

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	08-09-2025 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	08-09-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम / Department Name	Department Of Heavy Industry
संगठन का नाम / Organisation Name	N/a
कार्यालय का नाम / Office Name	National Automotive Board
कुल मात्रा / Total Quantity	15
वस्तु श्रेणी / Item Category	100g DC Tri-Axial Accelerometer
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	DC Triaxial Accelerometer
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Accelerometer (Transducer) (MNIT), vortex mixers, Triaxial Test Apparatus (Single Speed), Vibrometer - Induced Ground Vibration Monitoring Instrument, DC Solar Wire, Portable Single Operated Rectifier Type DC Arc Welding Set Suitable for Manual Arc Welding Process as per IS 4559, DC WINCH MOTOR, DC Anvil (OFB), DC Electronic Load, DC Current Transducer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Accelerometer (Transducer) (MNIT)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	75 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	4
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
विगत प्रदर्शन /Past Performance	30 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
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ईएमडी राशि/EMD Amount	58600
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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).	30

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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, Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051
(Haryana)
(International Centre For Automotive Technology)

विभाजन/Splitting

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

एमआईआई खरीद वरीयता/MII Purchase Preference

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall 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.

2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall 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.

3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the 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.

4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the 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.

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

6. 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.

7. 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.

8. 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.

9. 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.

10. 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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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 - [1755188214.xlsx](#)

100g DC Tri-Axial Accelerometer (15 set)

(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	Download
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प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	15	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	Technical Specification View	Detailed Technical Specification of 100g DC Tri-Axial Accelerometer	100g DC Tri-Axial Accelerometer(15)

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) : Only supply of Goods

3. Warranty

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

4. Buyer Added Bid Specific ATC

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

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

[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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Additional Terms & Conditions (ATC)

Annexure – A

Detailed Technical Specification and Scope of Work

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB) under the Ministry of Heavy Industries, Government of India, hereby invites bids on the Government e-Marketplace (GeM) Portal for **“Procurement of 15 Units of 100g DC Triaxial Accelerometers in FTL Department at ICAT Centre – 1, Gurugram (Haryana)”**.

A.1 Scope of Supply Details:

Description	Quantity	Delivery Location	Delivery Period from the Date of Award GeM Contract
Supply of 15 Units of 100g DC Triaxial Accelerometers in FTL Department at ICAT Centre – 1, Manesar (Haryana)	15 Units	ICAT Centre – 1	120 Days

A.2 General Purpose of the Equipment

DC accelerometer is a type of accelerometer that can measure **static** acceleration, such as gravity (1g), in addition to **dynamic** acceleration (motion or vibration).

Applications of DC Accelerometers: A DC accelerometer (also known as a low-frequency or static accelerometer) is a sensor used to measure acceleration, tilt, or vibration, including zero-frequency (DC) and very low-frequency motion. DC accelerometers can capture steady or slowly changing motion, such as gravity or slow tilting.

A.3 Detailed Technical Requirements:

SI No.	Description	Parameters
1	Working Principle	DC type: Piezo-resistive/Variable Capacitance/MEMS
2	Direction/Axis	Tri-axial (X, Y & Z Direction)
3	Quantity	15 Unit's
4	Range	±100 g
5	Excitation	8-32Vdc
6	Mounted resonance frequency	6 to 8 KHz
7	Non- Linearity	<1%
8	Transverse Sensitivity	≤3%
9	Mounting	Threaded/Stud/ Adhesive
10	Weight	<40 gms

Additional Terms & Conditions (ATC)

11	Cable connection to accelerometer	Externally threaded connector at Accelerometer end Supplier to provide cable with accelerometer mating connectors & Cable must be detachable from accelerometer end. Please Note: option of accelerometers with Integral cables will not be considered.
12	Sinusoidal/random vibration	Supplier to specify
13	Shock (half-sine pulse)	>4000 g
14	Operating Temperature	(-55 to +125 deg C)
15	Protection Class	IP67 or better
16	Housing Material	Anodized aluminium or better
17	Size (HXLXW)	< (25 MM X 25 MM X 25 MM)
18	Sealing	Hermetically Sealed or Epoxy
19	Emi/Emc compatibility for electric vehicle application	Accelerometer should be compatible to use with electric vehicle Testing or any similar environment
20	Limitation of the sensor if any	Supplier to specify
21	Calibration	NABL Accredited/ISO 17025 Calibration Certificate Required (Calibration certificate required for each accelerometer separately during delivery.)
22	Warranty	2 Years

A.4 Other Technical Conditions:

- 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.

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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. **Submission and Evaluation of Product Sample:** As part of the technical evaluation process, all bidders shall be mandatorily required to submit one (1) Unit of the quoted DC Tri-axial Accelerometer as a sample, demonstrating compliance with the specifications outlined in the tender document.

➤ **Sample Submission Timeline:** The Bidder shall submit the requisite sample(s) to ICAT within **Ten (10) Calendar Days** from the date of issuance of a written notification by the ICAT Technical Evaluation Committee. The date of such notification shall be deemed to be the date on which the communication is dispatched by ICAT to the Bidder, either via email or through the Government e-Marketplace (GeM) portal. In the event of a delay in sample submission attributable solely to courier or logistics issues, ICAT may, at its sole discretion, grant an extension of up to **Five (5) Additional Calendar Days**. Such extension shall be considered only upon receipt of satisfactory documentary evidence from the Bidder, including the courier receipt and a formal written intimation of the delay.

➤ **Testing Parameters:** The following tests are to be conducted on the accelerometer sample

- As per detailed technical requirement A.3
- Physical check of instruments in terms of application like RLDA or lab testing.
- Performance check/response to sensitivity.

➤ **Evaluation Criteria:** The submitted sample shall be subject to a detailed evaluation by ICAT's Technical Evaluation Committee, which will assess the product based on its build quality, functional performance, and conformity to the tender specifications. The evaluation may include testing, inspection, or trial runs, at the sole discretion of ICAT.

➤ **Right to Accept or Reject:** ICAT reserves the absolute and unconditional right to accept or reject any sample, based on the outcome of the technical evaluation. The decision of the Technical Evaluation Committee shall be final and binding on all bidders. No further correspondence or representation shall be entertained in this regard.

➤ **Communication of Evaluation Outcome:** Post completion of the evaluation, ICAT shall communicate the performance and quality assessment results to the respective bidders prior to issuing any formal acceptance or rejection. However, such communication shall be purely informative and shall not be construed as an obligation to entertain further clarifications or disputes.

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- **Disqualification for Non-Compliance:** Bidders whose submitted samples are determined, upon evaluation by ICAT, to be non-compliant with the required quality standards or performance specifications shall be disqualified from further participation in the tender process. Furthermore, any Bidder who fails to submit the requisite sample within the stipulated period of **Ten (10) Calendar Days from the date of notification, or within any formally approved extended period**, shall be deemed to have failed to comply with the tender conditions and shall be disqualified forthwith. No claims, representations, or requests for reconsideration, extension, or exemption shall be entertained under any circumstances.
4. **Delivery Period:** The successful bidder shall ensure delivery of **15 Units of DC Tri-axial Accelerometers**, along with all associated accessories and the original warranty documents, **within 120 (One Hundred Twenty) calendar days from the date of receipt of the GeM Purchase Order**. Timely delivery and proper commissioning are essential conditions of this contract.
5. **Warranty Conditions:** The supplied DC Tri-axial Accelerometers shall carry a comprehensive on-site warranty for a period of **Twenty-Four (24) Months** from the date of successful delivery and acceptance by ICAT. **During the warranty period:**
- The supplier shall provide, free of charge, all necessary repairs or replacements due to manufacturing defects or material failure.
 - Warranty coverage shall include labour, transportation, and replacement of defective components.
 - Any faults or malfunctions identified during the warranty period must be rectified promptly to maintain uninterrupted functionality.
- The successful bidder must submit a warranty declaration issued on the OEM's official letterhead, certifying that the equipment is covered by a full **24-Month Warranty**. The warranty shall not cover damages resulting from misuse, improper handling, or unauthorized modifications.
6. **Insurance and Delivery Responsibility:** All equipment and associated materials must be securely packed and insured by the supplier up to the final delivery destination at ICAT, Manesar. The bidder shall bear full responsibility for transportation, transit insurance, handling, and safe delivery of the equipment. ICAT reserves the right to inspect all delivered goods upon receipt. Any items found to be non-compliant with the tender specifications or damaged during transit shall be rejected. The supplier shall be obliged to replace such items at no additional cost to ICAT, without affecting the overall delivery schedule.
7. **Sub-Contracting Clause:** Restriction on Sub-Contracting Without Prior Approval
The Contractor shall not, without the prior written consent of the Procuring Entity, assign, sublet, transfer, or otherwise dispose of the contract or any part thereof, or any interest, benefit, claim, or advantage arising therefrom, in any form or manner whatsoever. Any such action undertaken without prior written approval shall be deemed unauthorized and invalid.

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If the Contractor proposes to engage sub-contractors for any portion of the contract not previously disclosed in the original bid or contract agreement, the Contractor shall provide **prior written notification** to the Procuring Entity. Sub-contracting, where permitted, shall be **limited strictly to ancillary or incidental services**, including the supply of bought-out items or components. Under no circumstances shall sub-contracting be used to delegate core responsibilities, obligations, or deliverables that formed the basis of contract award. The Contractor shall remain fully responsible and liable for the performance of all obligations under the contract, including those carried out by any sub-contractor. No sub-contract shall relieve the Contractor of any contractual responsibilities, obligations, or liabilities, whether arising under this contract or under applicable law.

Any unauthorized assignment, subletting, or transfer of the contract, in whole or in part, shall constitute a material breach of contract, entitling the Procuring Entity to exercise any and all contractual remedies available to it, including but not limited to:

- Termination of the contract, in whole or in part;
- Forfeiture of performance guarantees or security deposits;
- Recovery of damages, losses, or additional costs incurred as a result of such breach;
- Legal action under applicable laws or regulations.

The decision of the Procuring Entity in this regard shall be **final and binding**.

8. **Delivery Location:** International Centre for Automotive Technology (Centre – 1), Plot No. 26, Sector – 3, IMT Manesar, Gurugram – 122051 (Haryana).
9. **Delivery Terms:** FOR ICAT Project Site (Packing, Forwarding, Loading, Transportation, Insurance, and Unloading of Material Up to ICAT Site in Bidder Scope).
10. **Billing Address:** International Centre for Automotive Technology (Centre – 1), Plot No. 26, Sector – 3, IMT Manesar, Gurugram – 122050 (GST No. 06AABAN9435G2ZI)

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

Contact Person: Mr. Shubham Saraswat- FTL Department

Contact No.: +91- 7011008350(Mobile)

Email ID: shubham.saraswat@icat.in

Contact Person: Mr. Jitender Singh – FTL Department

Contact No. +91- 8527850581

Mail ID: jitender.singh@icat.in

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Annexure B
Earnest Money Deposit (EMD Clause)

Earnest Money Deposit (EMD): INR 58,600/- (Rupees Fifty-Eight Thousand Six 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/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.

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ICAT Bank Details for NEFT/RTGS (in case any bidder deposits the EMD of INR 58,600/- through NEFT/RTGS)

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

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

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

Key Note's

- EMD shall be exempted to Micro & Small Enterprises registered for the tendered items/as per the latest Govt. of India guidelines. MSME/Start-up Policy is meant for procurement of only goods produced and services rendered by MSE's. However, traders/distributors/sole agent/works 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.

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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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Annexure C

Eligibility & Technical Evaluation Criteria

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

Pre-qualification 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 Requirement:** All bidders shall be required to submit a duly filled, signed, and stamped **Technical Compliance Statement** in the format prescribed within the tender documentation. This statement must explicitly indicate compliance with each of the

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technical specifications outlined in the bid document. Failure to submit the Technical Compliance Statement in the required format shall render the bid non-responsive and liable for rejection.

3. **Submission of Complete Proposal:** It is a mandatory condition of this tender that all bidders submit a comprehensive and complete proposal covering the full scope of work and all items specified in the tender document.

- Submission of partial, conditional, or incomplete bids – such as failure to quote for any item, component, or part of the scope – shall be deemed as non-compliance with the tender requirements.
- Incomplete proposals shall be summarily rejected, and the bidder shall be automatically disqualified from further stages of evaluation, without any obligation on the part of ICAT to seek clarification or provide an opportunity to rectify the deficiency.
- Bidders are advised to carefully review the tender specifications and ensure that their bid includes valid commercial and technical offers for all listed items.

4. Only Bidders having a legally registered establishment and active operational presence within the territory of India shall be eligible to participate in this tender. The Bidder must be an Indian legal entity duly incorporated and recognized under applicable Indian laws and must be fully capable of fulfilling all contractual obligations as set forth in this tender document. The Bidder shall also be required to provide comprehensive service support, including maintenance, technical assistance, and resolution of performance issues, throughout the warranty period of twenty-four (24) months from the date of successful delivery and acceptance of the goods. The Bidder must have adequate infrastructure and technical capability within India to ensure prompt and effective after-sales service during the warranty period. Failure to comply with these eligibility and service support requirements shall render the Bidder ineligible for participation or may result in disqualification or termination of the contract, as applicable.

5. The bidder should be either an OEM or his authorized dealer/distributor.

- a. In the case of authorized Distributor/Partner, certification from the OEM to this effect should be submitted. A valid certificate of authorization in the format enclosed **“Form XIV”** with the tender document from the principal firm must be enclosed by the Agents/Firms quoting rates on behalf of the principal.

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- b. If OEM is quoting, then OEM should submit the certificate/ declaration.
6. **Experience Requirement:** The bidder must have a *minimum of three (3) years of demonstrable experience in the supply, installation, or commissioning of DC Triaxial Accelerometers or functionally equivalent vibration or mechanical sensing equipment* as of the date of bid submission. This experience must be supported by verifiable documentary evidence, such as purchase orders, work completion certificates, or client testimonials, clearly indicating the scope of work, duration, and end-user details. Experience gained through sub-contracting arrangements shall not be considered for the purpose of meeting this eligibility criterion. Failure to meet this requirement or to provide adequate supporting documentation shall render the bid non-compliant and liable for rejection.
7. **Experience and Past Performance Requirement:** The bidder must have a **minimum of three (3) years of proven experience** as on the date of bid submission in the **supply, installation, or commissioning of DC Triaxial Accelerometers or functionally equivalent vibration or mechanical sensing equipment**. In addition to the general experience requirement, the bidder must have, **within the last three (3) financial years**, successfully executed at least **one (1) contract** involving the supply of **“100g DC Triaxial Accelerometers or functionally equivalent vibration or mechanical sensing equipment”**.

Eligible end-users for the above experience shall include, but are not limited to:

- Any Department or Ministry under the Government of India;
- Any State Government or Union Territory Administration;
- Any Central or State Public Sector Undertaking (PSU);
- Any Autonomous Body or Statutory Institution established under a Central or State Act;
- Any Government-funded Research and Development (R&D) Organization or Academic Institution;
- Reputed private organizations operating in sectors such as automotive, aerospace, electronics, defence, heavy engineering, or industrial testing and calibration, wherein the supplied equipment is used for critical performance measurement or testing applications.

The bidder shall submit verifiable supporting documents, such as purchase orders, work completion certificates, or client references, clearly indicating the technical scope, quantity supplied, date of supply, and the name of the client. Bidders unable to demonstrate compliance

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with the above experience criteria shall be deemed **non-responsive**, and their bids shall be rejected without further consideration.

8. **Sample Submission and Compliance Requirement:** In accordance with the requirements specified in **Annexure "A"**, all Bidders shall be mandatorily required to submit a representative sample of the quoted **DC Triaxial Accelerometer** within **Ten (10) Calendar Days** from the date of issuance of the official notification by the ICAT Technical Evaluation Committee, or within such extended period as may be formally approved in writing by ICAT. Failure to submit the requisite sample within the prescribed or extended period shall constitute a material breach of the tender conditions and shall result in the immediate disqualification of the Bidder from further consideration in the tender process. Under no circumstances shall requests for extension, justification, or reconsideration be entertained. Furthermore, if the submitted sample is found to be non-compliant with the required quality standards, technical specifications, or performance criteria as solely determined by the ICAT Technical Evaluation Committee, the Bidder shall be disqualified without recourse. The decision of the Committee in this regard shall be final, conclusive, and binding on all Bidders, and shall not be subject to any form of challenge, appeal, or dispute resolution.

9. **Financial Capability:** The bidders should have an average annual turnover of **INR 75 Lakhs** in the last three consecutive financial years (FY 2022–23, 2023–24, and 2024–25). The tenderers shall submit Certificates to this effect which may be an attested certificate from the concerned department/client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.

Supporting documents must include one of the following:

- Attested certificate(s) from the concerned client/department, OR
- Audited balance sheets duly certified by a Chartered Accountant, OR
- Turnover certificate from a Chartered Accountant supported by audited balance sheets.

The documents must include:

- Contact details of the Chartered Accountant/Statutory Auditor, and
- The UDIN (Unique Document Identification Number) on the certificate or audited financial statement.

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10. 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.

Bidders to Comply with:

11. Rule 144(xi) of GFR 2017 regarding restrictions on procurement from a bidder of a country that shares a land border with India will be liable to rejection (refer to the to the Office Memorandum of the Department of Expenditure dated July 23, 2020, and as revised from time to time at <https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>).
12. 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>).

Important Note:

'Similar Nature' Work - For the purposes of determining bidder eligibility and technical qualification, the term "Similar Nature" shall be defined as follows:

"Similar Nature" refers to the successful supply, installation, or commissioning of DC Triaxial Accelerometers or functionally equivalent vibration/mechanical sensing equipment to any of the following entities within the territory of India:

- Any Department or Ministry under the Government of India;
- Any State Government or Union Territory Administration;
- Any Central or State Public Sector Undertaking (PSU);
- Any Autonomous Body or Statutory Institution established under a Central or State Act;
- Any Government-funded Research and Development (R&D) Organization or Academic Institution;
- Reputed private organizations operating in sectors such as automotive, aerospace, electronics, defence, heavy engineering, or industrial testing and calibration, wherein the supplied equipment is used for critical performance measurement or testing applications.

The supplied equipment must be comparable in terms of technical complexity, accuracy requirements, and intended use, and shall be supported by relevant documentary evidence such as Purchase Orders, Work Completion Certificates, or Client References.

Preference to Local Suppliers, Micro & Small Enterprises (MSE's), and Startups:

- **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

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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:** Registered MSE's and Startups only be eligible for relaxation from the requirement of prior turnover and prior experience, subject to compliance with the terms of the applicable government policies. However, such relaxation shall be strictly conditional upon full compliance with all technical specifications, quality parameters, and performance criteria outlined in the tender documents. Any MSE or Startup seeking such relaxation must still demonstrate the capability to meet the functional and operational requirements of the contract.

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:

- **Non-Submission of Authorization Certificate:** Failure to submit a valid and duly signed Authorization Certificate (where applicable) from the Original Equipment Manufacturer (OEM) or product principal shall render the bid non-compliant.
- **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 V)**, or
 - Failure to provide a valid exemption certificate (such as MSE/Startup/NSIC registration for the tendered item) shall result in bid rejection.

Note: Exempted entities must submit relevant and valid registration certificates with the technical bid. Failure to do so shall disqualify the bid.

- **Financial Turnover Below Threshold:** Bidders must have an average annual turnover of not less than **INR 75 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.
- **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.
- **Unsatisfactory Client References:** In the event that even one reference provided by the bidder is found to be unsatisfactory, the bidder shall be disqualified. Internal references obtained from **NAB or**

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its associated centres may also be considered valid for disqualification purposes, regardless of whether they are formally submitted with the bid.

- **Conditional or Deviated Bids:** Any bid containing deviations, conditions, or modifications to the tender terms and conditions shall be summarily rejected.
- **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.
- **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.
- **IP Address Duplication on GeM Portal:** The Government e-Marketplace (GeM) portal tracks and displays the IP addresses used by Buyers and Bidders/Sellers. Bids submitted from identical or shared IP addresses across different bidders/sellers shall be considered suspicious and will be automatically disqualified from further evaluation.

Bid Evaluation Criteria:

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

Technical Bid Evaluation Parameters

1.1 ICAT shall follow segregated bid submission evaluation system. The minimum pass mark in technical bid shall be **75 Points (75%) out of 100 Points**. Bidders, who gets cut-off marks, will be qualified for next part of evaluation i.e. financial part.

1.2 The Technical Bids shall be awarded points based on the following evaluation criteria:

Evaluation Parameter	Details	Max Marks
Product Specification and Sample Performance	Technical Specifications/Requirements offered against the requirements spelt out in this tender	40
	Offered DC Tri-Axial Sample Performance	15
Bidder's Past Experience	Same/ Similar Nature Project (In the Last 3 Years before bid submission) 1 PO (min.) – 8 Marks > 1 up to 3 PO's – 12 Marks More than 3 PO's - 15 Marks	15

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	Experience (Nos. of Year) 3 Years (min.) – 8 Marks > 3 up to 5 Years– 12 Marks More than 5 Years- 15 Marks	15
Bidder's Financial Capability	Financial Capability	
	Average Annual Turnover of 75 lakhs in the past 3 FY: 2022-23, 2023-24, 2024-25 75 Lakhs (Minimum) - 8 Marks > 75 Lakhs up to 1.5 Crore - 12 Marks More than 1.5 Crore - 15 Marks	15
Total Marks		100

Note:

1. The pass marks in **"Offered Product Specification and Sample Performance"** shall be **55 points out of 55 points**.
2. The minimum pass marks Overall shall be **75 points (75%) out of 100 points**.
3. ICAT reserves the right to give preference to the local supplier as per order issued by 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.
<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>

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Annexure - D

General Terms & Conditions

1. **Scope of Supply/Work:** Supply of 15 Units of 100g DC Triaxial Accelerometers (*As per technical specification and scope of work defined in "Annexure - A"*) in FTL Department at ICAT Centre - 1, Manesar (Haryana).
2. **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.
3. **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.
4. **Submission and Evaluation of Product Sample:** As part of the technical evaluation process, all bidders shall be mandatorily required to submit one (1) unit of the quoted DC Tri-axial Accelerometer as a sample, demonstrating compliance with the specifications outlined in the tender document.

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- **Sample Submission Timeline:** The Bidder shall submit the requisite sample(s) to ICAT within **Ten (10) Calendar Days** from the date of issuance of a written notification by the ICAT Technical Evaluation Committee. The date of such notification shall be deemed to be the date on which the communication is dispatched by ICAT to the Bidder, either via email or through the Government e-Marketplace (GeM) portal. In the event of a delay in sample submission attributable solely to courier or logistics issues, ICAT may, at its sole discretion, grant an extension of up to **Five (5) Additional Calendar Days**. Such extension shall be considered only upon receipt of satisfactory documentary evidence from the Bidder, including the courier receipt and a formal written intimation of the delay.
 - **Evaluation Criteria:** The submitted sample shall be subject to a detailed evaluation by ICAT's Technical Evaluation Committee, which will assess the product based on its build quality, functional performance, and conformity to the tender specifications. The evaluation may include testing, inspection, or trial runs, at the sole discretion of ICAT.
 - **Right to Accept or Reject:** ICAT reserves the absolute and unconditional right to accept or reject any sample, based on the outcome of the technical evaluation. The decision of the Technical Evaluation Committee shall be final and binding on all bidders. No further correspondence or representation shall be entertained in this regard.
 - **Communication of Evaluation Outcome:** Post completion of the evaluation, ICAT shall communicate the performance and quality assessment results to the respective bidders prior to issuing any formal acceptance or rejection. However, such communication shall be purely informative and shall not be construed as an obligation to entertain further clarifications or disputes.
 - **Disqualification for Non-Compliance:** Bidders whose submitted samples are determined, upon evaluation by ICAT, to be non-compliant with the required quality standards or performance specifications shall be disqualified from further participation in the tender process. Furthermore, any Bidder who fails to submit the requisite sample within the stipulated period of **Ten (10) Calendar Days** from the date of notification, or within any formally approved extended period, shall be deemed to have failed to comply with the tender conditions and shall be disqualified forthwith. No claims, representations, or requests for reconsideration, extension, or exemption shall be entertained under any circumstances.
5. **Delivery Period:** The successful bidder shall ensure delivery of **15 Units of DC Tri-axial Accelerometers**, along with all associated accessories and the original warranty documents, **within 120 (one hundred twenty) calendar days** from the date of receipt of the GeM Purchase Order. Timely delivery and proper commissioning are essential conditions of this contract.
6. **Insurance and Delivery Responsibility:** All equipment and associated materials must be securely packed and insured by the supplier up to the final delivery destination at ICAT, Manesar. The bidder shall bear full responsibility for transportation, transit insurance, handling,

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and safe delivery of the equipment. ICAT reserves the right to inspect all delivered goods upon receipt. Any items found to be non-compliant with the tender specifications or damaged during transit shall be rejected. The supplier shall be obliged to replace such items at no additional cost to ICAT, without affecting the overall delivery schedule.

7. **Warranty Conditions:** The supplied DC Tri-axial Accelerometers shall carry a comprehensive on-site warranty for a period of **Twenty (24) Months from the date of successful delivery and acceptance by ICAT**. During the warranty period:

- The supplier shall provide, free of charge, all necessary repairs or replacements due to manufacturing defects or material failure.
- Warranty coverage shall include labour, transportation, and replacement of defective components.
- Any faults or malfunctions identified during the warranty period must be rectified promptly to maintain uninterrupted functionality.

The successful bidder must submit a warranty declaration issued on the OEM's official letterhead, certifying that the equipment is covered by a full **24-Month Warranty**. The warranty shall not cover damages resulting from misuse, improper handling, or unauthorized modifications.

11. **Liquidity Damages (LD Clause):** The material should be delivered strictly as per the time limits specified in the GeM purchase order, if L1 bidder fail to complete the delivery within the stipulated time will make L1 bidder will be liable to pay an unconditional penalty of ½% (Half Percent) total order value per week delay subjected to a maximum of 10% (Ten Percent) of the total order value.
12. **Payment Terms:** Subject to compliance with all contractual obligations, 100% of the contract value shall be payable to the successful bidder within fifteen (15) days from the date of final acceptance of all 15 Units of DC Tri-Axial Accelerometers by ICAT, provided that the bidder has submitted a valid Performance Bank Guarantee (PBG) equivalent to five percent (5%) of the total contract value. In the event the bidder fails to furnish the required Performance Bank Guarantee within the stipulated timeframe, ICAT shall be entitled to withhold an amount equivalent to 5% of the final invoice value, which shall be retained as a Retention Amount. This amount shall be held by ICAT until the successful completion of the warranty period of **Twenty (24) Months**, and shall be released thereafter, subject to the supplier's full compliance with all warranty obligations and other contractual terms. All payments shall be made after deduction of applicable taxes, levies, and statutory charges in accordance with the prevailing laws and regulations.

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No payment shall be processed prior to either: (a) the submission and acceptance of the Performance Bank Guarantee, or (b) the retention of an equivalent amount by ICAT in lieu of the PBG, as applicable.

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)

13. Performance Bank Guarantee (PBG): The successful bidder shall furnish a Performance Bank Guarantee (PBG) amounting to 5% of the total contract value within fifteen (15) calendar days from the date of issuance of the Notification of Award (NoA)/GeM Contract. The PBG must be issued by a scheduled commercial bank located in India, in the format prescribed by the Purchaser. It shall clearly state the full address of the issuing bank, along with the name, designation, telephone number, email ID, and fax number of the bank's authorized signatory.

- **Validity Period:** The PBG shall remain valid for a minimum period of **Twenty (24) Months** from the date of final acceptance of the refurbished system, or such longer period as may be required to cover the full duration of the warranty/guarantee period, as specified in the contract.
- **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.
- **Non-Submission of PBG:** In the event the selected bidder fails to submit the Performance Bank Guarantee within the stipulated period, ICAT reserves the right, at its sole discretion, to either cancel the award and forfeit the Earnest Money Deposit (EMD) or, alternatively, deduct an amount equivalent to 5% of the total contract value from the final invoice as a retention amount. This amount shall be held by ICAT until the successful completion of the warranty/guarantee period and fulfilment of all contractual obligations.
- **Invocation of PBG:** ICAT shall have the absolute right to invoke the Performance Bank Guarantee at any time during its validity, either in part or in full, if the contractor fails to perform its obligations under the contract, causes undue delay, or if any loss, damage, or expense is incurred by ICAT due to breach, default, or negligence by the contractor.

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- **Refund of PBG or Retained Amount:** Subject to satisfactory completion of all contractual obligations and the warranty/guarantee period, the PBG or the retention amount (as applicable) shall be released within thirty (30) days from the date of final closure of all liabilities, based on written recommendation from the concerned technical authority of ICAT.
 - **No Interest Payable:** No interest or financial charges shall be payable by ICAT on the PBG amount or on any amount retained in lieu thereof.
 - **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.
14. **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.
15. **Sub-Contracting Clause:** Restriction on Sub-Contracting Without Prior Approval
The Contractor shall not, without the prior written consent of the Procuring Entity, assign, sublet, transfer, or otherwise dispose of the contract or any part thereof, or any interest, benefit, claim, or advantage arising therefrom, in any form or manner whatsoever. Any such action undertaken without prior written approval shall be deemed unauthorized and invalid.

If the Contractor proposes to engage sub-contractors for any portion of the contract not previously disclosed in the original bid or contract agreement, the Contractor shall provide **prior written notification** to the Procuring Entity. Sub-contracting, where permitted, shall be **limited strictly to ancillary or incidental services**, including the supply of bought-out items or components. Under no circumstances shall sub-contracting be used to delegate core responsibilities, obligations, or deliverables that formed the basis of contract award. The Contractor shall remain fully responsible and liable for the performance of all obligations under the contract, including those carried out by any sub-contractor. No sub-contract shall relieve the Contractor of any contractual responsibilities, obligations, or liabilities, whether arising under this contract or under applicable law.

Any unauthorized assignment, subletting, or transfer of the contract, in whole or in part, shall constitute a material breach of contract, entitling the Procuring Entity to exercise any and all contractual remedies available to it, including but not limited to:

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- Termination of the contract, in whole or in part;
- Forfeiture of performance guarantees or security deposits;
- Recovery of damages, losses, or additional costs incurred as a result of such breach;
- Legal action under applicable laws or regulations.

The decision of the Procuring Entity in this regard shall be **final and binding**.

16. **Offer Validity:** Offers should be valid for a minimum of **One Hundred Eighty (180) Days** from the date of opening the Technical Bid. A bid, valid for a shorter period, is liable to be rejected. ICAT and Manesar may ask the bidders to extend the period of validity, if required.
17. **Right to Amend Terms:** The Purchaser, i.e., ICAT, reserves the right to modify, amend, or supplement any of the terms, conditions, specifications, or eligibility criteria set forth in this tender document, at any stage, in order to align with evolving project priorities, technical requirements, or administrative needs. Such modifications, if any, shall be communicated to all participating bidders through written addenda or corrigenda issued by ICAT.
18. **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.
19. **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.
20. **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.

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21. **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.
22. **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.
23. **Governing Law:** This tender and any resulting contract shall be governed by and construed in accordance with the laws of the Republic of India.
24. **Submission of Modifications or Improvements to Conditions of Contract**
 - **Permissibility of Proposals:** Bidders are permitted to submit proposals for modifications or improvements to the Conditions of Contract, provided that such proposals are justified, clearly articulated, and demonstrably serve the best interests of the International Centre for Automotive Technology (ICAT). All such proposals must relate directly to the scope and objectives of the present tender and shall be expressed in clear, concise, and unambiguous terms.
 - **Form and Manner of Submission:** All proposed modifications or improvements shall be submitted using the prescribed format titled ***"Deviations or Modifications Suggested Form - X(B)"*** and shall be uploaded through the Government e-Marketplace (GeM) portal or submitted via the designated email address(es) as specified in the bid documents. Such submissions must be made no later than seventy-two (72) hours prior to the official bid submission deadline. Any submissions received beyond this period shall be summarily disregarded and shall not be considered for evaluation.
 - **Declaration of No Deviation:** In the event that a bidder does not intend to propose any modifications or improvements to the Conditions of Contract, the bidder shall make an express declaration to this effect by stating ***"No Deviation Suggested" in Form X(B)***. Failure to submit either the completed ***Form X(B)*** or the express declaration within the prescribed period shall be construed as the bidder's unconditional acceptance of all terms and conditions set forth in the tender document.
 - **Finality of Submissions:** No deviations, modifications, or conditional proposals shall be entertained after the expiry of the deadline or at any stage post bid submission. Bids containing late, conditional, or non-compliant submissions shall be liable for outright rejection without any further correspondence, clarification, or recourse to the bidder.
 - **ICAT's Discretion:** ICAT reserves the sole, absolute, and unfettered right to accept or reject, in whole or in part, any modifications or improvements proposed by any bidder. Acceptance of any such proposals shall be communicated through the issuance of a corrigendum to the tender document. ICAT may, at its discretion, revise the bid submission deadline to provide

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- all prospective bidders adequate time to consider the corrigendum and submit revised bids, if necessary.
25. **Right to Modify or Withdraw Tender:** The issuance of this tender document does not constitute an offer and is issued with no commitment. ICAT reserves the right to withdraw this notice inviting tender or modify any part thereof at any stage. ICAT further reserves the right to disqualify any bidder, should it be necessary at any stage. ICAT reserves the right to reject any or all the tenders, wholly or partly, without assigning any reason thereof and shall not be bound to accept the lowest tender.
26. **Confidentiality:** Both ICAT and the Selected Bidder shall maintain the confidentiality of all proprietary information exchanged during the course of this contract. Neither party shall disclose any confidential information to third parties without the prior written consent of the other, except as required by law. This obligation shall survive the termination or completion of the contract.
27. **Unsatisfactory Performance:** The Bidder acknowledges and agrees that ICAT shall have the sole discretion to assess the performance of any component(s) supplied under this contract, whether primary or final. Should ICAT determine, at its sole discretion, that any such component(s) are unsatisfactory or fail to meet the specified requirements, ICAT reserves the right to reject the component(s) in whole or in part, without incurring any liability, whether direct or indirect, to the Bidder. This right may be exercised during the pre-commissioning or post-commissioning phases, as applicable. The Bidder agrees to be bound by ICAT's decision and shall take all necessary actions to rectify any deficiencies promptly.
28. **Termination of Contract:** In the event of unsatisfactory performance by the Vendor, ICAT shall issue a written warning letter detailing the deficiencies observed. If, after a period of fourteen (14) calendar days from the date of the first warning letter, the Vendor fails to address the issues to ICAT's satisfaction, a second warning letter shall be issued. Should the Vendor's performance remain unsatisfactory after the second warning letter, ICAT reserves the right to terminate the contract by providing one (1) month's written notice to the Vendor, without assigning any further reason. Upon termination, any amounts deemed payable to the Vendor shall be forfeited, and no further claims shall be entertained. The Vendor shall remove all equipment, materials, and personnel from ICAT's premises within thirty (30) calendar days of contract termination. ICAT's decision regarding the determination of performance shall be final and binding.

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29. **Dispute Resolution:** Any dispute or difference arising out of or in connection with this tender shall first be attempted to be resolved through amicable negotiations between the parties. If the dispute remains unresolved within thirty (30) calendar days, it shall be referred to arbitration. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, by an arbitrator appointed by the Director of ICAT. The venue of arbitration shall be in Gurugram, Haryana, and the language of arbitration shall be English. The decision of the arbitrator shall be final and binding on both parties. In the event that the dispute is not resolved through arbitration, the matter shall be subject to the exclusive jurisdiction of the courts in Gurugram, Haryana.
30. **Fraud and Corruption:** The bidders, suppliers and contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and/or fraudulent practices.
- **“Corrupt Practice”** means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
 - **“Fraudulent Practice”** means misrepresentation or omission of facts in order to execution of contract.
 - **“Collusive Practice”** means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
 - **“Coercive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.
 - During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then **a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.**
 - Bidders may note that GeM is capturing and showing the IP addresses used by the Buyer and Bidder(s)/Seller(s). Bids submitted from IP addresses that are identical to or shared with other Bidders/Sellers shall be deemed invalid and automatically disqualified from further evaluation.
31. **Collusive Bidding or Bid Rigging or Cartelization:** The Bidder(s) acknowledges and agrees that any form of bid rigging, cartelization, or coordination among bidders, aimed at manipulating the bidding process or prices, is strictly prohibited. In the event of any evidence or suspicion of collusion, bid rigging, or cartel behavior, the Tendering Authority reserves the right to reject the

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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.

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

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

Additional Terms & Conditions (ATC)**Form "I"****Performa for Performance Bank Guarantee**

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

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

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

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

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

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guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the Contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

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

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

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

Date:

Bank

Corporate Seal of the Bank

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

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Form "II"

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

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

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	for the last three financial years should be attached)	
11	Original Copy of Authorization In Favor of Bidder From Manufacturer (OEM) Against this Tender Valid Throughout the Contract Period, in case the firm is not a manufacturer of the item (<i>As per format given in Form "XIV"</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).	
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	

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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:

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Form "IV"

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

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

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

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

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

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

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

Authorised Signatory

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

Additional Terms & Conditions (ATC)

Annexure "V"

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

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

Reference: "ICAT/GeM/FTL/DCTA/2025-26/6, Procurement of 100g DC Tri-axial accelerometer in FTL Department at ICAT Centre - 1, Manesar, Gurugram - 122051 (Haryana)."

Sir/Madam,

We, the undersigned, solemnly declare that:

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

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

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

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

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

(Signature with Date)

(Name and Designation)

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

Date on day of

Place.....

Additional Terms & Conditions (ATC)

Form "VI"

Earnest Money Deposit

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

Date: _____

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

Re: Tender No. _____

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

OR

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

Name of Bidder

Signature of Authorised Representative

Additional Terms & Conditions (ATC)

Form “VII”

Declaration In Respect of Conflict of Interest

Tender No. ICAT/GeM/FTL/DCTA/2025-26/6

Tender Detail: Procurement of 100g DC Tri-axial accelerometer in FTL Department at ICAT Centre - 1, Manesar, Gurugram - 122051 (Haryana).

Sl. No.	Particulars			
1	Name of Firm			
2	Office Address Phone No. Fax No. Email ID			
3	Works Address as per Vendor Registration Phone No. Fax No. Email ID			
4	Type of Firm Private Limited Company/Public Limited Company/Limited Liability Partnership (LLP)/Partnership Firm/Proprietor Firm (Tick whichever is applicable)			
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)			
	Sl No.	Full Name	DIN	Full Residential Address
	1			
	2			
	3			
	4			
	5			

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

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

Additional Terms & Conditions (ATC)

Mobile No.	
Email ID	
Whether acting as Legal Representative / Agent in any other Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm? If yes, give names.	

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

Additional Terms & Conditions (ATC)

interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for quoted item, if:

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

Authorised Signatory Name:

Place:

Date:

Stamp / Seal of Firm

Additional Terms & Conditions (ATC)

Form "VIII"

Product Support Declaration

(To be submitted on Bidder Letter Head)

Letter No. _____

Date: _____

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

Sub: OEM Declaration

Dear Sir,

Ref: Your ATC Reference No: ICAT/GeM/FTL/DCTA/2025-26/6

[Bidder's Company Name] hereby submits this declaration in response to the request for clarification regarding the products quoted in our tender submission for "ICAT/GeM/FTL/DCTA/2025-26/6, Procurement of 100g DC Tri-axial accelerometer in FTL Department at ICAT Centre - 1, Manesar, Gurugram - 122051 (Haryana)."

We affirm that all products included in our bid are **not** classified as end-of-life (EOL) or obsolete as of the date of this submission. These products will remain available and supported for a minimum period of **5 years** from the date of contract award, with continuous availability of spare parts, software updates, and technical support, as provided by the respective manufacturers.

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

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

For M/s _____

Signature & company seal
Name Designation
Email
Mobile No.

Additional Terms & Conditions (ATC)

Form "IX"

Declaration and Undertaking from Bidder or OEM

(To be submitted Original on the OEM Letter Head)

Date: _____

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

Sub: Undertaking by Original Equipment Manufacturer or Bidder against Tender No. ICAT/GeM/FTL/DCTA/2025-26/6 for "ICAT/GeM/FTL/DCTA/2025-26/6, Procurement of 100g DC Tri-axial accelerometer in FTL Department at ICAT Centre - 1, Manesar, Gurugram - 122051 (Haryana)."

Dear Sir/Madam,

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

Hereby provide the following confirmation:

1. The Product supplied by us are certified and fully compatible with the offered solution.
2. The Product's supplied and available are not classified as End-of-Life (EOL) or End-of-Sale (EOS) for a period of **5 Years** from the date of acceptance. If any part is found to be End-of-Life after installation, we undertake full responsibility to replace the part(s) with newer, fully compatible components and to implement the replacement at no additional cost to the International Centre for Automotive Technology (ICAT) during the warranty period of **Two (2) Years (24 Months)**.

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

For M/s _____ (Name of the OEM/Bidder)

Signature & Company Seal

Name:

Designation:

Email:

Mobile No.:

Additional Terms & Conditions (ATC)

Form "X(A)"

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.

Additional Terms & Conditions (ATC)

Form X(B)

Modification or Improvement 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”.

Subject	Proposed Modification or Improvement to the Conditions of Contract
<i>[Explain in detail what alternative solution are you proposing]</i>	
Reasons for the proposed solution to be superior than initial requirement	
<i>[Give clear reasons why you think the proposed solution is better than the Requirement expressed in Annexure “A” or any conditions expressed in Annexure “D”]</i>	

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal
Name Designation
Email
Mobile No.

Additional Terms & Conditions (ATC)

Form "XI"

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

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

Sub: Undertaking for Product Compliance

Dear Sir/ Madam,

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

Date: _____

Signature of Authorized Signatory: _____

Name and Designation: _____

Seal: _____

Additional Terms & Conditions (ATC)

Form "XII"

Undertaking

This is to certify that we have carefully gone through the scope of work, job requirement, terms and conditions given in the tender documents & have clearly understood the terms and conditions of the tender and have accordingly quoted our best rates after going through all details. We hereby given an undertaking that we shall the material & services in accordance with your Tender/ATC Document No. ICAT/GeM/FTL/DCTA/2025-26/6 as per the requirement during the period of contract.

Dated:

Place:

(Signature of the bidder with seal/rubber stamp)

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: _____

Additional Terms & Conditions (ATC)

Form "XIV"

Manufacturer's Authorization Form (MAF)

(To be submitted Original on OEM Letter Head)

MAF No.

Dated:

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

Sub: Manufacture's Authorization Form (MAF)

Dear Sir/Ma'am,

Tender Reference No. ICAT/GeM/FTL/DCTA/2025-26/6

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

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

Yours faithfully,

(Name)

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

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

Additional Terms & Conditions (ATC)

Form "XV"

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 XVI

Declaration by the Bidder for Code of Integrity & Conflict of interest

(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)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para of your Tender document and have no conflict of interest as mentioned under Para of Tender.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

(a)

(b)

(c)

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal