

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-12-2025 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	12-12-2025 19:30:00
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	50
वस्तु श्रेणी /Item Category	Accelerometer (Transducer) (MNIT) (Q4)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,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 मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	5

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
विगत प्रदर्शन /Past Performance	20 %
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
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	54700

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).	18

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कटेगरी 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 (NAB), Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar, Gurugram - 122051 (Haryana - India)
(International Centre For Automotive Technology)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

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

1. 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.

2. 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.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% 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.

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

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

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

Price Bid Breakup - [1763730337.xlsx](#)

Accelerometer (Transducer) (MNIT) (50 pieces)

(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

[* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Conformity	Conformity to Technical Requirements/Governing Specifications	As per Specification for "Accelerometer (Transducer)", prepared/approved by Prof. & Head, National Centre for Disaster Mitigation & Management, MNIT, Jaipur, Dated 09 Mar'23 (Copy Attached)
	Availability of specification for "Accelerometer (Transducer)"	Yes
	Scope of supply of "Accelerometer (Transducer)" covers all components as per governing specification (Unless specified otherwise)	Yes
Generic	Module Type	Sensor Only, Sensor and DAQ Combined
Warranty	Warranty on Complete Unit	1 Year, 2 Years, 3 Years Or higher

Additional Specification Parameters - Accelerometer (Transducer) (MNIT) (50 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Application	Structural Acceleration During Crash Testing
Mounting Method	Adhesive Type
Range	100g
Type	Piezoresistive Type
Detailed Technical Specification	For the detailed technical specifications of the Structural (Vehicle) Accelerometers, bidders are directed to refer to Annexure-A of the accompanying ATC Document. Any bid that fails to fully comply with the technical requirements stipulated in the ATC Document shall be summarily rejected. No representation, clarification request, or claim arising from such disqualification shall be entertained by the ICAT.

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

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

Verified and Signed Tp document	View
---------------------------------	----------------------

परिषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	50	180

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Detailed Technical Specification View	For the detailed technical specifications of the Structural Accelerometers, bidders are directed to refer to Attached Technical Specification Document	Accelerometer (Transducer) (MNIT)(50)

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 (Increased quantity ÷ Original quantity) × 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 1 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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Structural (Vehicle)

Additional Terms & Conditions (ATC)

Annexure - A

Detailed Technical Specification and Scope of Work

The Director, International Centre for Automotive Technology (ICAT), a division of the National Automotive Board (NAB), Govt. of India, hereby invites a proposal for **“Supply of 50 Unit’s Structural (Vehicle) Accelerometers for Passive Safety Lab at ICAT Centre - 1, Manesar (Haryana)”**.

A.1 Scope of Supply Details:

Product Description	Quantity	Delivery Location	Delivery Period
Structural (Vehicle) Accelerometers for Passive Safety Lab at ICAT Centre - 2, Manesar (Haryana)	50 Unit’s	PSL Department	180 Days from GeM Date of GeM Contract

A.2 Purpose/Usage of Structural (Vehicle) Accelerometer for Crash Testing in PSL

The **Structural (Vehicle) Accelerometer** is a precision transducer utilized in **automotive crash testing and passive safety evaluations** for the accurate measurement of vehicle body and structural dynamic responses under impact conditions. The device is designed to capture **transient acceleration data** experienced by various structural components of a test vehicle during controlled crash events, in compliance with **international automotive safety standards**.

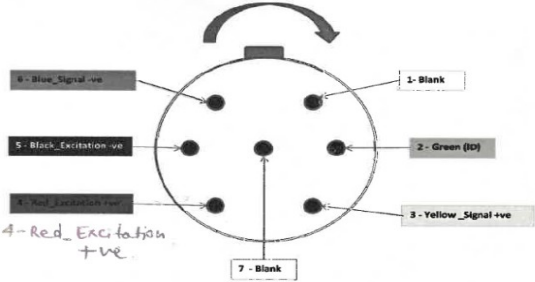
The accelerometer facilitates the **quantitative assessment of crash pulse characteristics, deformation modes, and energy absorption behavior** of the vehicle structure. This data is essential for validating **vehicle crashworthiness, occupant protection systems, and compliance with regulatory safety performance criteria**.

In a **Passive Safety Lab**, the Structural Accelerometer is employed as part of the **data acquisition instrumentation system**, ensuring high-fidelity measurement of multi-axis acceleration signals during impact tests. The collected data supports **research, design validation, certification testing, and homologation** activities in accordance with the applicable **governmental and industry standards**.

A.3 Technical Specification of Structural (Vehicle) Accelerometers

SI No.	Parameter	Requirement
1	Application	Structure Acceleration During Crash Test
2	Mounting method	Adhesive Type
3	Range	1000 g
4	Type	Piezoresistive Type
5	Frequency Response	Min 2700 Hz
6	Natural Frequency	Min. 20000 Hz
7	Cross Talk	Max. 3%
8	Dallas Chip	Required
9	Wire length	Minimum 7 meter
10	Shock resistance	Minimum 8000g
11	Linearity	Within ±1 %
12	Operating Temperature range	4°C - 60°C

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13	Wire Connection Type	7 Pin Lemo (1B)
14	Excitation Voltage (DC)	2V or 5V or 10V
15	Cable Diameter	2.5 mm (Minimum)
16	Pin Configuration (Cable Color - Any)	
17	Calibration Certificate for Structural (Vehicle) Accelerometer	<ul style="list-style-type: none"> ➤ The supplied Structural (Vehicle) Accelerometer shall be accompanied by a valid Calibration Certificate issued by a nationally or internationally accredited calibration laboratory, compliant with the OEM requirements and ISO/IEC 17025, or an equivalent standard recognized by the Government of India or international accreditation bodies. ➤ The calibration shall be traceable to National or International Standards of Measurement, ensuring unbroken traceability to SI units. Appropriate references to standardization bodies and traceability chains shall be clearly stated in the certificate. ➤ Certificate Contents: The Calibration Certificate shall clearly mention <ul style="list-style-type: none"> • Unique identification number of the accelerometer and corresponding calibration reference number. • Date of calibration, next due date, and validity period. • Name, address, and accreditation details of the calibration laboratory. • Signature and designation of authorized signatory. • Statement of conformity with applicable standards. ➤ Validity and Verification: The Calibration Certificate shall be valid at the time of delivery and not older than 6 Months from the date of calibration. The Purchaser reserves the right to verify the authenticity of the certificate with the issuing authority.

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A.4 Other Technical Conditions:

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

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

2. **Live Demonstration of Structural (Vehicle) Accelerometers:** The successful bidder shall be required to conduct a live demonstration of the offered Structural (Vehicle) Accelerometer system, including all associated components, accessories, and functional features, prior to final delivery and acceptance of the equipment. The demonstration shall be conducted at a location mutually agreed upon between the ICAT and the successful bidder, at a mutually convenient date and time. The purpose of the live demonstration shall be to verify and validate the performance, functionality, accuracy, and compliance of the offered system with the technical specifications and operational requirements stipulated in this tender. The bidder shall ensure that all aspects of the system, including installation, setup, operation, calibration, performance testing, and data acquisition procedures, are comprehensively demonstrated. ICAT's authorized representatives shall assess the system during the demonstration to confirm conformity with the specified standards and functional parameters. Any deficiency, deviation, or non-conformance observed during the demonstration shall be rectified or corrected by the bidder at no additional cost to ICAT, within a time frame agreed upon by both parties. The bidder shall bear all associated costs, including manpower, materials and logistics, required for such rectification. Successful completion of the live demonstration to the satisfaction of ICAT shall be a precondition for final acceptance, dispatch authorization, and payment release under the contract. Failure to demonstrate satisfactory compliance may lead to rejection of the equipment or cancellation of the contract, without prejudice to ICAT's rights under the applicable tender and contractual provisions.
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.

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4. **Delivery Period:** The Successful Bidder shall be responsible for the delivery of **50 Units of Structural (Vehicle) Accelerometers**, along with the submission of original warranty documentation, within **One Hundred Eighty (180) Calendar Days** from the date of receipt of the GeM Contract / Purchase Order. **Timely compliance with the above delivery schedule shall constitute a material term of the Contract. Any delay, deviation, or failure to deliver the equipment within the stipulated timeframe shall be deemed a breach of contractual obligations, entitling the Purchaser to invoke remedies as provided under the Tender Document, including but not limited to imposition of liquidated damages, forfeiture of performance security, or termination of the Contract, without prejudice to any other rights or remedies available under law or under the Contract. The Bidder shall ensure that the delivered equipment is complete, fully operational, and in conformity with the technical specifications and quality standards as specified in the Tender Document.**

5. **Warranty Conditions:** The Supplier shall provide a comprehensive warranty for the supplied Structural (Vehicle) Accelerometer(s) for a period of 12 months from the date of final acceptance. The warranty shall cover all defects arising from design, material, workmanship, or performance, ensuring that the accelerometer meets the manufacturer's technical specifications and applicable standards.

During the warranty period, the Supplier shall:

- Repair or replace defective components or equipment at no additional cost to the Purchaser.
- Restore calibration and performance accuracy as per specifications.
- Bear all costs of labour, spare parts, transportation, and on-site service.
- Respond within 5 working days of defect notification and ensure rectification within 15 working days.

The warranty excludes damages due to mishandling, unauthorized modification, or force majeure events. Components replaced under warranty shall carry a **fresh 12-month warranty**. Failure to comply with the warranty obligations may lead to **invocation of performance security** or repair through alternate sources at the Supplier's cost. **Warranty Certificate** stating equipment details, warranty duration, and authorized service contacts shall be provided with the supply.

6. **Payment Terms:** Subject to the Supplier's full compliance with all contractual obligations, 100% of the total contract value shall be payable within fifteen (15) calendar days from the date of final acceptance on the **"50 Units of Structural (Vehicle) Accelerometers."**

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

In the event the Supplier fails to submit the required PBG within the stipulated period, ICAT shall be entitled to **withhold an amount equivalent to 5% of the final invoice value**. This withheld amount (hereinafter referred to as the **"Retention Amount"**) shall serve in lieu of the PBG and shall be **retained by ICAT until the successful completion of the warranty period**, which is specified as **Twelve (12) Months** from the date of final acceptance. The Retention Amount shall be released only upon the Supplier's satisfactory fulfilment of all warranty and other contractual obligations.

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

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

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

Submission of Following Documents to ICAT:

- Original Tax Invoice
- Original Challan
- E-Way Bill (Both Part A & B)
- Consignee LR Copy (if applicable)
- Warranty/Guarantee Certificate of OEM.
- Calibration Certificate (If Any)

7. **Warranty Conditions:** The Supplier shall provide a comprehensive warranty for the supplied *Structural (Vehicle) Accelerometer(s) for a period of 12 months from the date of final acceptance*. The warranty shall cover all defects arising from design, material, workmanship, or performance, ensuring that the accelerometer meets the manufacturer's technical specifications and applicable standards.

During the warranty period, the Supplier shall:

- Repair or replace defective components or equipment at no additional cost to the Purchaser.
- Restore calibration and performance accuracy as per specifications.
- Bear all costs of labour, spare parts, transportation, and on-site service.
- Respond within *5 working days* of defect notification and ensure rectification within 15 working days.

The warranty excludes damages due to mishandling, unauthorized modification, or force majeure events. Components replaced under warranty shall carry a **fresh 12-month warranty**. Failure to comply with the warranty obligations may lead to **invocation of performance security** or repair through alternate sources at the Supplier's cost. **Warranty Certificate** stating equipment details, warranty duration, and authorized service contacts shall be provided with the supply.

8. **Liquidated Damages:** Time shall be deemed to be the essence of this Contract. In the event that the Successful Bidder fails to deliver the *50 (Fifty) Units of Structural (Vehicle) Accelerometers* within the stipulated delivery period specified in the GeM Contract / Purchase Order, the Bidder shall be liable to pay Liquidated Damages (LD) to ICAT at the rate of *0.5% (Zero Point Five Percent) of the total Contract Value per week of delay or part thereof, subject to a maximum of 10% (Ten Percent) of the total Contract Value*. The imposition of such Liquidated Damages shall be construed as a **genuine pre-estimate of the loss** likely to be suffered by ICAT due to delayed delivery and shall be without prejudice to ICAT's right to invoke **other remedies**, including **termination of the Contract** in the event of prolonged delays, in accordance with the terms and conditions of this Tender. The recovery of Liquidated Damages shall **not absolve the Bidder** from its contractual obligations to complete the **delivery as specified in the Contract**, nor shall it **limit or restrict ICAT's right** to seek any other remedies available under the Contract or applicable law for non-performance, deficiencies, or breach of obligations.

9. **Performance Bank Guarantee (PBG):** The Successful Bidder shall furnish a Performance Bank Guarantee (PBG) in the format prescribed by ICAT, issued by a scheduled commercial bank in

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India **having a branch in the Delhi/NCR region, for an amount equivalent to five percent (5%)** of the total Contract Value. **The PBG shall be submitted** within fifteen (15) calendar days **from the date of issuance of the Purchase Order / GeM Contract. The PBG shall be** unconditional, irrevocable, and enforceable on demand, **and shall be submitted in physical form to ICAT. The PBG shall remain valid for a period of twelve (12) months from the date of successful delivery and final acceptance of the equipment by ICAT, together with an additional claim period of sixty (60) calendar days beyond the expiry of the warranty period.**

Non-submission of the PBG within the stipulated timeframe shall constitute a **material breach of Contract**, and may result in **cancellation of the Purchase Order, deduction of equivalent amounts from the final invoice, or forfeiture of the Earnest Money Deposit (EMD), if applicable**, in addition to any other remedies available to ICAT under the Contract or applicable law.

The PBG shall be released **only upon full and satisfactory compliance by the Bidder with all terms and conditions of the Contract**, including the resolution of any pending issues arising during the warranty period. ICAT reserves the right to invoke the PBG in case of any **default, delay, non-performance, or failure to meet contractual obligations**, without prejudice to any other rights or remedies available under the Contract or law.

10. **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.

11. **Assignment and Sub-Contracting**

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

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and/or applicable law, including but not limited to termination of the Contract, forfeiture of performance guarantees, and claims for damages.

12. ICAT's Rights

- a) **Right to Inspect and Verify:** The International Centre for Automotive Technology (ICAT) reserves the right to inspect, test, and verify the Structural (Vehicle) Accelerometer at any stage during manufacturing, pre-delivery and delivery phases to ensure strict compliance with the tender specifications, contractual obligations, and applicable standards.
- b) **Right to Reject:** ICAT shall have the right to reject any equipment, components, or services that do not conform to the prescribed technical specifications, quality requirements, or contractual terms. Rejected items or services shall be replaced, rectified, or remedied by the Successful Bidder at no additional cost to ICAT within the stipulated timeframe.
- c) **Right to Seek Clarifications and Modifications:** ICAT reserves the right to seek clarifications, request additional information, or require modifications to the equipment, components, or services at any time during the contract period to ensure alignment with operational requirements, safety standards, and contractual obligations.
- d) **Right to Audit and Access Records:** ICAT shall have the right to audit, access, and review all relevant documentation, quality records, test reports, certifications, and related records pertaining to the supply of the Structural (Vehicle) Accelerometer.
- e) **Right to Enforce Contractual Remedies:** In the event of breach, delay, or non-performance by the Successful Bidder, ICAT reserves the right to invoke all remedies available under the contract, including but not limited to penalties, liquidated damages, withholding of payments, or termination of the contract.
- f) **Right to Final Acceptance:** Final acceptance of the Structural (Vehicle) Accelerometer shall rest solely with ICAT and shall be contingent upon satisfactory fulfilment of all technical, operational, and contractual requirements, as determined by ICAT's authorized representatives.
- g) **Right to Reject, Modify, or Cancel Tender:** ICAT expressly reserves the right to reject, modify, or cancel the tender process, in whole or in part, at any stage without assigning any reason and without incurring any liability to any bidder or party.

13. **Delivery Instructions:** The successful bidder shall deliver the **50 Units of Structural (Vehicle) Accelerometers** to the designated ICAT site as specified in the Purchase Order. Delivery should be done strictly in accordance with the terms and timelines stipulated in the contract. The bidder shall ensure that all equipment is securely packed, clearly labelled, and transported in a manner that prevents damage, loss, or deterioration during transit. The delivery shall be accompanied by all necessary documentation, including but not limited to, original invoices, packing lists, user manuals, warranty certificates, and any required customs or regulatory paperwork. Upon arrival at the delivery location, the bidder shall coordinate with ICAT's authorized representatives for unloading, inspection, and acceptance of the goods. Any discrepancies, damages, or shortages identified during delivery shall be documented in the presence of both parties and promptly addressed by the bidder. The bidder shall be responsible for completing all formalities related to delivery, including obtaining receipts or delivery acknowledgments, and shall bear all risks and costs associated with transportation until the goods are duly received and accepted by ICAT. Failure to comply with these delivery

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instructions may result in withholding of payments, imposition of liquidated damages, or other remedies as provided under the contract.

14. **Equipment Insurance Instruction:** The bidder shall be solely responsible for insuring the goods during transit. The equipment must be covered under a comprehensive transit insurance policy for 100% of the value of the goods and should be valid until successful delivery and formal acceptance by ICAT. The insurance shall cover all risks including, but not limited to, damage, theft, loss, fire, or any other unforeseen incident during transportation. The bidder shall be responsible for completing all formalities related to delivery, including obtaining receipts or delivery acknowledgments, and shall bear all risks and costs associated with transportation until the goods are duly received and accepted by ICAT.
15. **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.
16. **Delivery Location: International Centre for Automotive Technology (Centre - 2), Plot No. 1, Sector - M11, Near Maruti Gate No. 4, IMT Manesar, Gurugram - 122051 (Haryana).**
17. **Billing Address: International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122051 (GST No. 06AABAN9435G2ZI)**

For or any technical queries please feel free to contact the undersigned:
Contact Person: Mr. Sanjeev Kumar - PSL Department
Contact No.: +91-8527700496 (Mobile)
Email ID: sanjeev.kumar@icat.in

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**Annexure B
Earnest Money Deposit (EMD Clause)**

Earnest Money Deposit (EMD): INR 54,700/- (Rupees Fifty-Four Thousand Seven Hundred Only) can be submitted in form of DD/Bank Guarantee/ Banker’s Cheque drawn in favour of “International Centre For Automotive Technology”, payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank or Online through RTGS/FDR/NEFT/Internet Banking in Beneficiary Name “International Centre For Automotive Technology”.

Or

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

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

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

Or

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

ICAT Bank Details for NEFT/RTGS (in case any bidder deposits the EMD of INR 54,700/- 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).

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Key Note's

- EMD shall be exempted to Micro & Small Enterprises registered for the tendered items/as per the latest Govt. of India guidelines. MSE's/Start-up Policy is meant for procurement of only goods produced and services rendered by MSE's. However, traders/distributors/sole agent/works contracts are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. The bidders claiming the preference must submit the relevant document (The certificate should be valid for at least 6 months from the date of submission of bids).
- The bid received without EMD/Documentary proof of Exemption of EMD, will be summarily rejected.
- Cheque/Money Order/Cash shall not be accepted as EMD.
- A bid will be rejected if EMD is found to be of lesser amount or EMD is not submitted in the manner prescribed.
- A bid which is not accompanied by such Earnest Money Deposit or Non-Submission of Bid Security Declaration Form "**Form V**" will be construed as non-compliant bid and should be rejected.
- The Earnest Money Deposit (EMD) of the unsuccessful bidder will be returned to them within 30 days after finalization and award of the tender without any interest. The Earnest Money Deposit of the successful Bidder will be returned upon the successful Bidder furnishing the Performance Bank Guarantee.

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

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

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Annexure C Pre-Qualification & Technical Evaluation Criteria

Part – I (Pre Qualification/Minimum Eligibility Criteria)

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

Pre-qualification/Minimum Eligibility Criteria for the Bidders:

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

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

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

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

2. **Technical Compliance and Mandatory Submission Requirements:** Bidders are required to **strictly comply with the technical specifications** outlined in the bid document for the supply of "**Structural (Vehicle) Accelerometer**". In support of their compliance, bidders must submit:
 - A **duly filled and signed technical compliance sheet** clearly indicating conformity with each of the specified technical parameters; and
 - A **detailed technical catalogue or datasheet** of the offered product, issued by the original equipment manufacturer (OEM), substantiating the claimed specifications.

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

3. Bidders should be India-based.
4. The bidder should be either an OEM or his authorized dealer/distributor.

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- a. In the case of authorized Distributor/Partner, certification from the OEM to this effect should be submitted. **A valid certificate of authorization in the format enclosed "Form XI" with the tender document from the principal firm must be enclosed by the Agents/Firms quoting rates on behalf of the principal.**
 - b. If OEM is quoted, then OEM should submit the certificate/declaration.
5. **Relevant Experience:** The Bidder shall possess a minimum of three (3) years of demonstrable experience in the supply of equipment of a nature type, and functionality similar to the equipment specified in this Tender, including but not limited to Structural (Vehicle) Accelerometers or other technically comparable systems. Such experience shall pertain to projects of comparable technical complexity, scale, and operational environment. The Bidder shall furnish documentary evidence in support of the above experience, such as copies of Purchase Orders, Completion Certificates, or Performance Certificates issued by clients, to establish compliance with this eligibility criterion.

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

- Copies of Purchase Orders (POs) or Work Orders clearly indicating the nature, scope, and technical specifications of the equipment supplied.
- Completion Certificates, Performance Certificates, or Client Testimonials confirming satisfactory execution and performance of the supplied equipment.
- Any other equivalent contractual documentation deemed acceptable by the Procuring Entity, demonstrating relevant experience.

Failure to submit **adequate, verifiable, and relevant documentary evidence** in support of this criterion shall render the bid **non-compliant** and may result in **disqualification** from the tender evaluation process.

6. **Financial Capacity:** The bidder must have achieved an **average annual turnover of not less than INR 30 Lakhs** during the **last three consecutive financial years**, specifically for FY 2022-23, 2023-24, and 2024-25.

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

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

Mandatory Disclosures:

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

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

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7. **Prior Successful Execution of Similar Product or Equipment:** The Bidder shall have, within the preceding *five (5) financial years*, successfully executed the supply of Structural (Vehicle) Accelerometers or other technically similar systems conforming to specifications comparable to those stipulated in this Tender Document, *to at least one (1) distinct client*. The prior execution must demonstrate successful delivery, installation (where applicable), and satisfactory performance of the equipment supplied. Compliance with this requirement shall be substantiated through submission of documentary evidence, including Copies of Purchase Orders (POs) or Work Orders, clearly specifying the nature, scope, and quantity of equipment supplied or Satisfactory Performance Certificates or Completion Certificates issued by the respective client(s), confirming the successful execution and operation of the supplied system. For this clause, eligible clients shall include, but not be limited to, Central Government or State Government Departments, Public Sector Undertakings (PSUs), Autonomous Bodies, Government or Private Automotive Testing and Certification Agencies (such as ICAT, ARAI, NATRAX, GARC, or equivalent institutions), and Reputed Private Sector Organizations operating within India. Failure to furnish adequate and verifiable documentary evidence in support of compliance with this criterion shall render the bid non-responsive and may lead to disqualification from further evaluation.
8. 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.
9. **Availability of Service Support Facility in India:** The bidder must have an established service support facility located within India to ensure prompt and effective technical assistance in the event of any equipment breakdown or service requirement during the warranty period and post-warranty period. This facility should be adequately staffed and equipped to handle all maintenance, repair, and support needs associated with the supplied equipment, thereby ensuring minimal downtime and continuity of operations.

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

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

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

Bidders to Comply with:

10. *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>).*
11. *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>).*

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Definition of “Technically Similar Systems” - For the purposes of this Tender, “Technically Similar Systems” shall mean any sensor-based measurement or instrumentation systems employed for the detection, acquisition, and analysis of dynamic mechanical parameters – such as acceleration, vibration, impact, or shock – in vehicle structures, components, or assemblies, and which are comparable in design, functionality, performance, and application to the Structural (Vehicle) Accelerometers specified herein.

Such systems shall operate on equivalent sensing technologies, conform to recognized international standards, and demonstrate equivalent or superior performance characteristics with respect to sensitivity, accuracy, frequency response, and dynamic range.

Evidence of technical similarity shall be established through documented proof of comparable specifications, application, and successful field performance, to the satisfaction of the Procuring Entity.

Part - II (Technical Bid Evaluation Parameters)

Bid Evaluation – Eligibility for Technical Assessment: The Bidder shall mandatorily comply with all the *Pre-Qualification/Minimum Eligibility Criteria* as specified in “Annexure-C” of this tender document. Only those Bidders who are found to be fully compliant with the *Pre-Qualification/Minimum Eligibility Criteria*, upon detailed scrutiny of the submitted documentation, shall be considered eligible for Technical Bid Evaluation.

Any Bidder failing to meet the stipulated criteria in “Annexure-C” shall be disqualified from further evaluation, and their Financial Bids shall not be opened or considered under any circumstances. The decision of the Purchaser in this regard shall be final and binding, without any obligation to provide justification or entertain representations.

Technical Bid Evaluation Parameters

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

Evaluation Parameter	Details	Marks (Marks)
Equipment Specifications	Technical Specifications/Requirements offered against the requirements spelt out in this tender	50
Service Support	Local Support (Delhi NCR) Outside NCR & Within India - 5 Marks Within NCR - 10 Marks	10
Bidder’s Past Experience	Same/ Similar Nature Project (In the Last 3 Years before bid submission) 1 Project - 10 Marks 2-3 Projects - 12 Marks More than 3 Projects - 15 Marks	15
	Experience (Nos. of Year) 3 Years (min.) - 5 Marks > 3 up to 5 Years - 8 Marks More than 5 Years - 10 Marks	10
Bidder’s Capability	Financial Capability	

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	Average Annual Turnover of 30 lakhs in the past 3 FY: 2022-23, 2023-24 & 2024-25 30 Lakhs (Minimum) – 10 Marks > 30 Lakhs up to 50 Lakhs – 12 Marks More than 50 Lakhs – 15 Marks	15
Total Marks		100

Evaluation Criteria and Preference Policy:

1. Technical Evaluation Threshold – Mandatory Compliance

- Bidders must secure a **minimum of 50 out of 50 points** in the **Technical Specifications Evaluation** section. This is a **mandatory qualifying criterion**; failure to achieve the full technical specification score will result in **immediate disqualification**, irrespective of the total overall score.

2. Overall Evaluation Threshold: To qualify for financial bid opening, bidders must obtain a minimum of **80 out of 100 points (80%)** in the overall evaluation. This includes scores from technical specifications, company credentials, past performance, and other evaluation parameters as outlined in the tender document.

3. Preference to Local Suppliers under Public Procurement Policy

- ICAT reserves the right to extend **purchase preference to local suppliers** in accordance with the provisions of the **Public Procurement (Preference to Make in India), Order 2017**, issued by the **Department for Promotion of Industry and Internal Trade (DPIIT)**, Ministry of Commerce and Industry, Government of India, vide Order No. **P-45021/2/2017-PP (BE-II)** dated **04.06.2020**, and any subsequent amendments thereto.
- For detailed guidelines, bidders may refer to the DPIIT policy document available at: <https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>
- Bidders seeking such preference must submit the requisite **self-declaration and certification** documents as per the DPIIT guidelines along with their Technical Bid.

4. Purchase Preference for MSEs and Startups: In accordance with the provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs), 2012 and the relevant guidelines issued by the Ministry of Micro, Small and Medium Enterprises (MSME), as well as Startup India Policy.

- **Preference as per Government Policy:** ICAT reserves the right to extend preference to Local Suppliers, Micro and Small Enterprises (MSE's), and Startups, in accordance with the applicable guidelines, circulars, and notifications issued by the Government of India, as amended from time to time. Such preference shall be accorded only upon submission of valid, relevant, and verifiable supporting documents along with the bid. Failure to provide the required documentation shall result in ineligibility for any preferential treatment.
- **Applicability of MSE Public Procurement Policy:** In accordance with the Public Procurement Policy for Micro and Small Enterprises (MSE's) Order, 2012, as amended, the benefits under this policy shall apply exclusively to goods manufactured or services rendered by registered MSE's. Entities operating solely as traders, distributors, marketing agents, or engaged under works contracts are expressly excluded from the scope and benefits of this policy.
- **Relaxation of Prior Turnover and Experience Requirements:** ICAT, at its sole discretion, may relax the requirements of prior turnover and prior experience for start-up enterprises recognized by the Department for Promotion of Industry and Internal

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Trade (DPIIT), provided that such entities fully comply with all quality standards, technical specifications, and performance criteria as specified in the tender documents. Such start-ups may be MSMEs or otherwise. Only registered Micro and Small Enterprises (MSEs) and DPIIT-recognized start-ups shall be considered for relaxation under this provision. Any such relaxation shall be strictly conditional upon the enterprise's demonstrated capability to meet all functional, operational, and contractual requirements of the tender. This relaxation shall be applied in accordance with the provisions of applicable government policies and shall not compromise adherence to the tender's prescribed technical, quality, or performance requirements. ICAT's decision in this regard shall be final and binding.

- **Purchase Preference:** If an MSE or eligible Startup bidder quotes within L1 + 15% price range and agrees to match the L1 price, the order for up to 25% of the total tendered quantity may be awarded to such MSE/Startup, as per the policy provisions.

Structural (Vehicle) Accelerometers For PSU Dept

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Annexure - D Bid Rejection Criteria

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

1. Non-Compliance with Bid Security Requirements

- Submission of bid without the required Earnest Money Deposit (EMD), or
- Non-submission of the Bid Security Declaration Form (**Form IV**), or
- Non-submission of valid Udyam Registration Certificate (for MSEs) or a DPIIT recognition certificate (for Startups) along with the bid.

2. Financial Turnover Below Threshold: Bidders must have an average annual turnover of not less than **INR 30 Lakhs** during the three most recent financial years (FY 2022–23, 2023–24, and 2024–25). Failure to submit audited financial statements or turnover certificates certified by a Chartered Accountant (CA) for these years shall result in disqualification.

3. Non-Submission of Statutory Registrations: Bidders failing to submit valid copies of their GST registration certificate and Permanent Account Number (PAN) shall be deemed non-compliant.

4. Unsatisfactory Client References: If even one reference provided by the bidder is found to be unsatisfactory, the bidder shall be disqualified. Internal references obtained from NAB or its associated centres may also be considered valid for disqualification purposes, regardless of whether they are formally submitted with the bid.

5. Conditional or Deviated Bids: Any bid containing deviations, conditions, or modifications to the tender terms and conditions shall be summarily rejected.

6. Incomplete Bid Submission: It is a mandatory requirement that bidders submit comprehensive proposals covering all items listed in the tender. Any incomplete bid, including failure to quote for any item or component, shall be treated as non-compliant. Such bids shall be rejected without further correspondence, and the bidder shall be disqualified from the evaluation process.

7. Segregated Bidding Process and Rejection of Non-Compliant Submissions: Bids under this Tender shall be submitted through the **GeM Portal** under a **Segregated Bidding Process**, comprising separate **Technical** and **Financial Bids**, as prescribed in the Tender Document and as per GeM guidelines. The **Technical Bid** shall contain only technical information and supporting documentation, with no reference to prices or commercial terms. Submission of any **price details, financial information, or commercial quotation** within the Technical Bid, either directly or indirectly, on the GeM Portal shall constitute a **material deviation** and result in **summary rejection** of the bid without further evaluation. Such non-compliance shall render the bidder **ineligible for consideration** under this Tender, and the decision of the **Procuring Entity / Evaluation Committee** in this regard shall be **final, conclusive, and binding**, with no correspondence entertained thereafter.

8. Non-Compliance with Pre-Qualification/Minimum Eligibility Criteria: Failure to satisfy any single condition under the "Pre-qualification / Minimum Eligibility Criteria" section shall result in the immediate disqualification of the bid from the tender process.

9. IP Address Duplication on GeM Portal: The Government e-Marketplace (GeM) portal tracks and displays the IP addresses used by Buyers and Bidders/Sellers. Bids submitted from identical or shared IP

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

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

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Annexure - E

General Terms & Conditions

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

Additionally, a Statement of Compliance, prepared in the format prescribed under the Technical Specification section, shall be submitted for each line item. This Statement must be supported by verifiable and authentic documentation. All pages of the bid submission, including any amendments or corrections, must be duly signed and stamped by the authorized signatory of the bidding entity. Non-compliance with these requirements may lead to outright rejection of the bid at the discretion of the purchaser.
- 2. Live Demonstration of Structural (Vehicle) Accelerometers:** The successful bidder shall be required to conduct a live demonstration of the offered Structural (Vehicle) Accelerometer system, including all associated components, accessories, and functional features, prior to final delivery and acceptance of the equipment. The demonstration shall be conducted at a location mutually agreed upon between the ICAT and the successful bidder, at a mutually convenient date and time. The purpose of the live demonstration shall be to verify and validate the performance, functionality, accuracy, and compliance of the offered system with the technical specifications and operational requirements stipulated in this tender. The bidder shall ensure that all aspects of the system, including installation, setup, operation, calibration, performance testing, and data acquisition procedures, are comprehensively demonstrated. ICAT's authorized representatives shall assess the system during the demonstration to confirm conformity with the specified standards and functional parameters. Any deficiency, deviation, or non-conformance observed during the demonstration shall be rectified or corrected by the bidder at no additional cost to ICAT, within a time frame agreed upon by both parties. The bidder shall bear all associated costs, including manpower, materials and logistics, required for such rectification. Successful completion of the live demonstration to the satisfaction of ICAT shall be a precondition for final acceptance, dispatch authorization, and payment release under the contract. Failure to demonstrate satisfactory compliance may lead to rejection of the equipment or cancellation of the contract, without prejudice to ICAT's rights under the applicable tender and contractual provisions.
- 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,

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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. **Delivery Period:** The Successful Bidder shall be responsible for the delivery of **50 Units of Structural (Vehicle) Accelerometers**, along with the submission of original warranty documentation, within **One Hundred Eighty (180) Calendar Days from the date of receipt of the GeM Contract / Purchase Order**. Timely compliance with the above delivery schedule shall constitute a material term of the Contract. Any delay, deviation, or failure to deliver the equipment within the stipulated timeframe shall be deemed a breach of contractual obligations, entitling the Purchaser to invoke remedies as provided under the Tender Document, including but not limited to imposition of liquidated damages, forfeiture of performance security, or termination of the Contract, without prejudice to any other rights or remedies available under law or under the Contract. The Bidder shall ensure that the delivered equipment is complete, fully operational, and in conformity with the technical specifications and quality standards as specified in the Tender Document.
5. **Warranty Conditions:** The Supplier shall provide a comprehensive warranty for the supplied Structural (Vehicle) Accelerometer(s) for a period of 12 months from the date of final acceptance. The warranty shall cover all defects arising from design, material, workmanship, or performance, ensuring that the accelerometer meets the manufacturer's technical specifications and applicable standards.

During the warranty period, the Supplier shall:

- Repair or replace defective components or equipment at no additional cost to the Purchaser.
- Restore calibration and performance accuracy as per specifications.
- Bear all costs of labour, spare parts, transportation, and on-site service.
- Respond within 5 working days of defect notification and ensure rectification within 15 working days.

The warranty excludes damages due to mishandling, unauthorized modification, or force majeure events. Components replaced under warranty shall carry a fresh 12-month warranty. Failure to comply with the warranty obligations may lead to invocation of performance security or repair through alternate sources at the Supplier's cost. Warranty Certificate stating equipment details, warranty duration, and authorized service contacts shall be provided with the supply.

6. **Payment Terms:** Subject to the Supplier's full compliance with all contractual obligations, 100% of the total contract value shall be payable within fifteen (15) calendar days from the date of final acceptance on the "50 Units of Structural (Vehicle) Accelerometers."

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

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In the event the Supplier fails to submit the required PBG within the stipulated period, ICAT shall be entitled to **withhold an amount equivalent to 5% of the final invoice value**. This withheld amount (hereinafter referred to as the “**Retention Amount**”) shall serve in lieu of the PBG and shall be **retained by ICAT until the successful completion of the warranty period**, which is specified as **Twelve (12) Months** from the date of final acceptance. The Retention Amount shall be released only upon the Supplier’s satisfactory fulfilment of all warranty and other contractual obligations.

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

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

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

Submission of Following Documents to ICAT:

- Original Tax Invoice
- Original Challan
- E-Way Bill (Both Part A & B)
- Consignee LR Copy (if applicable)
- Warranty/Guarantee Certificate of OEM.
- Calibration Certificate (If Any)

7. **Warranty Conditions:** The Supplier shall provide a comprehensive warranty for the supplied Structural (Vehicle) Accelerometer(s) for a period of 12 months from the date of final acceptance. The warranty shall cover all defects arising from design, material, workmanship, or performance, ensuring that the accelerometer meets the manufacturer’s technical specifications and applicable standards.

During the warranty period, the Supplier shall:

- Repair or replace defective components or equipment at no additional cost to the Purchaser.
- Restore calibration and performance accuracy as per specifications.
- Bear all costs of labour, spare parts, transportation, and on-site service.
- Respond within **5 working days** of defect notification and ensure rectification within 15 working days.

The warranty excludes damages due to mishandling, unauthorized modification, or force majeure events. Components replaced under warranty shall carry a **fresh 12-month warranty**. Failure to comply with the warranty obligations may lead to **invocation of performance security** or repair through alternate sources at the Supplier’s cost. **Warranty Certificate** stating equipment details, warranty duration, and authorized service contacts shall be provided with the supply.

8. **Liquidated Damages:** Time shall be deemed to be the essence of this Contract. In the event that the Successful Bidder fails to deliver the 50 (Fifty) Units of Structural (Vehicle) Accelerometers within the stipulated delivery period specified in the GeM Contract / Purchase Order, the Bidder shall be liable to pay Liquidated Damages (LD) to ICAT at the rate of 0.5% (Zero Point Five Percent) of the total Contract Value per week of delay or part thereof, subject to a maximum of 10% (Ten Percent) of the total Contract Value. The imposition of such Liquidated Damages shall be construed as a genuine pre-estimate of the loss likely to be suffered by ICAT due to delayed

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delivery and shall be without prejudice to ICAT's right to invoke other remedies, including termination of the Contract in the event of prolonged delays, in accordance with the terms and conditions of this Tender. The recovery of Liquidated Damages shall not absolve the Bidder from its contractual obligations to complete the delivery as specified in the Contract, nor shall it limit or restrict ICAT's right to seek any other remedies available under the Contract or applicable law for non-performance, deficiencies, or breach of obligations.

9. **Performance Bank Guarantee (PBG):** The Successful Bidder shall furnish a Performance Bank Guarantee (PBG) in the format prescribed by ICAT, issued by a scheduled commercial bank in India having a branch in the Delhi/NCR region, for an amount equivalent to five percent (5%) of the total Contract Value. The PBG shall be submitted within fifteen (15) calendar days from the date of issuance of the Purchase Order / GeM Contract. The PBG shall be unconditional, irrevocable, and enforceable on demand, and shall be submitted in physical form to ICAT. The PBG shall remain valid for a period of twelve (12) months from the date of successful delivery and final acceptance of the equipment by ICAT, together with an additional claim period of sixty (60) calendar days beyond the expiry of the warranty period.

Non-submission of the PBG within the stipulated timeframe shall constitute a **material breach of Contract**, and may result in **cancellation of the Purchase Order, deduction of equivalent amounts from the final invoice, or forfeiture of the Earnest Money Deposit (EMD), if applicable**, in addition to any other remedies available to ICAT under the Contract or applicable law.

The PBG shall be released only upon full and satisfactory compliance by the Bidder with all terms and conditions of the Contract, including the resolution of any pending issues arising during the warranty period. ICAT reserves the right to invoke the PBG in case of any default, delay, non-performance, or failure to meet contractual obligations, without prejudice to any other rights or remedies available under the Contract or law.

10. **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.

11. Assignment and Sub-Contracting

- The Successful Bidder shall not, without the prior written consent of the Procuring Entity, sublet, assign, transfer, delegate, or otherwise dispose of the Contract or any part thereof, or any rights, interests, benefits, or obligations arising therefrom, in any manner whatsoever.
- The Successful Bidder shall provide the Procuring Entity with prompt written notification of all subcontracts awarded under this Contract that were not disclosed in the original bid or contract documentation. Such notification shall not relieve or discharge the Successful Bidder from any liability, obligation, or responsibility under this Contract.
- Subcontracting shall be permitted solely for the procurement of bought-out items and incidental works or services directly related to the execution of the Contract. All

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subcontracted work shall be subject to the Successful Bidder's full responsibility and compliance with the terms, conditions, and obligations of this Contract. Subcontracting shall not be used as a means to circumvent or diminish the Successful Bidder's contractual responsibilities or performance obligations.

- Any assignment, subletting, or transfer of the Contract, or any part thereof, without the prior written approval of the Procuring Entity, shall be deemed a material breach of Contract. In the event of such unauthorized assignment or subcontracting, the Procuring Entity reserves the right to invoke any or all remedies available under the Contract and/or applicable law, including but not limited to termination of the Contract, forfeiture of performance guarantees, and claims for damages.

12. ICAT's Rights

- a) **Right to Inspect and Verify:** The International Centre for Automotive Technology (ICAT) reserves the right to inspect, test, and verify the Structural (Vehicle) Accelerometer at any stage during manufacturing, pre-delivery and delivery phases to ensure strict compliance with the tender specifications, contractual obligations, and applicable standards.
- b) **Right to Reject:** ICAT shall have the right to reject any equipment, components, or services that do not conform to the prescribed technical specifications, quality requirements, or contractual terms. Rejected items or services shall be replaced, rectified, or remedied by the Successful Bidder at no additional cost to ICAT within the stipulated timeframe.
- c) **Right to Seek Clarifications and Modifications:** ICAT reserves the right to seek clarifications, request additional information, or require modifications to the equipment, components, or services at any time during the contract period to ensure alignment with operational requirements, safety standards, and contractual obligations.
- d) **Right to Audit and Access Records:** ICAT shall have the right to audit, access, and review all relevant documentation, quality records, test reports, certifications, and related records pertaining to the supply of the Structural (Vehicle) Accelerometer.
- e) **Right to Enforce Contractual Remedies:** In the event of breach, delay, or non-performance by the Successful Bidder, ICAT reserves the right to invoke all remedies available under the contract, including but not limited to penalties, liquidated damages, withholding of payments, or termination of the contract.
- f) **Right to Final Acceptance:** Final acceptance of the Structural (Vehicle) Accelerometer shall rest solely with ICAT and shall be contingent upon satisfactory fulfilment of all technical, operational, and contractual requirements, as determined by ICAT's authorized representatives.
- g) **Right to Reject, Modify, or Cancel Tender:** ICAT expressly reserves the right to reject, modify, or cancel the tender process, in whole or in part, at any stage without assigning any reason and without incurring any liability to any bidder or party.

13. **Delivery Instructions:** The successful bidder shall deliver the 50 Units of Structural (Vehicle) Accelerometers to the designated ICAT site as specified in the Purchase Order. Delivery should be done strictly in accordance with the terms and timelines stipulated in the contract. The bidder shall ensure that all equipment is securely packed, clearly labelled, and transported in a manner that prevents damage, loss, or deterioration during transit. The delivery shall be accompanied by

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all necessary documentation, including but not limited to, original invoices, packing lists, user manuals, warranty certificates, and any required customs or regulatory paperwork. Upon arrival at the delivery location, the bidder shall coordinate with ICAT's authorized representatives for unloading, inspection, and acceptance of the goods. Any discrepancies, damages, or shortages identified during delivery shall be documented in the presence of both parties and promptly addressed by the bidder. The bidder shall be responsible for completing all formalities related to delivery, including obtaining receipts or delivery acknowledgments, and shall bear all risks and costs associated with transportation until the goods are duly received and accepted by ICAT. Failure to comply with these delivery instructions may result in withholding of payments, imposition of liquidated damages, or other remedies as provided under the contract.

14. **Equipment Insurance Instruction:** The bidder shall be solely responsible for insuring the goods during transit. The equipment must be covered under a comprehensive transit insurance policy for 100% of the value of the goods and should be valid until successful delivery and formal acceptance by ICAT. The insurance shall cover all risks including, but not limited to, damage, theft, loss, fire, or any other unforeseen incident during transportation. The bidder shall be responsible for completing all formalities related to delivery, including obtaining receipts or delivery acknowledgments, and shall bear all risks and costs associated with transportation until the goods are duly received and accepted by ICAT.
15. **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.
16. **Delivery Location:** International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122051 (Haryana).
17. **Billing Address:** International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, IMT Manesar, Gurugram - 122051 (GST No. 06AABAN9435G2ZI)
18. **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.
19. **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.
20. **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.

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21. **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.
22. **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.
23. **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.
24. **Governing Law:** This tender and any resulting contract shall be governed by and construed in accordance with the laws of the Republic of India.
25. **Submission of Modifications or Improvements to the Conditions of Contract**
 - a. **Permissibility of Proposed Deviations or Improvements:** Bidders are permitted to propose modifications or improvements to the Conditions of Contract, provided that such proposals are clearly justified, directly relevant to the scope and objectives of the tender and demonstrably serve the best interests of the International Centre for Automotive Technology (ICAT). Any such proposals must be articulated in precise, unambiguous language and must not alter the fundamental nature of the services or deliverables contemplated under this tender.
 - b. **Manner and Format of Submission:** All proposed deviations, modifications, or improvements must be submitted strictly in the prescribed format titled ***“Form XII (B): Deviations or Modifications Suggested”*** and shall be uploaded via the Government e-Marketplace (GeM) portal or submitted to the designated email address(es) as specified in the tender 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.
 - c. **Declaration of No Deviation:** Bidders who do not intend to suggest any deviations or improvements shall submit an explicit declaration to this effect by indicating ***“No Deviation Suggested” in Form XII (A)***. Failure to submit either ***“Form XII (A)”*** or ***“Form XII (B)”*** within the stipulated timeframe shall be construed as the Bidder’s unconditional, irrevocable, and unqualified acceptance of all terms, conditions, and stipulations contained in the Tender Document, without any exception or reservation whatsoever.
 - d. **Finality and Binding Nature of Submissions:** No deviations, modifications, or conditional proposals shall be accepted or entertained after the expiry of the above-mentioned deadline or at any stage following the submission of the bid. Any bid containing late submissions, conditional terms, or non-compliant modifications shall be liable for outright rejection without any further clarification, communication, or recourse.
 - e. **Discretion of ICAT:** ICAT reserves the sole, absolute, and unfettered right to accept or reject, in whole or in part, any proposed modifications or improvements submitted by bidders. Acceptance of any such proposals, if any, shall be communicated solely through a corrigendum issued to the tender document. ICAT may, at its discretion, revise the bid

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submission deadline to enable prospective bidders to respond appropriately to such corrigendum. The decision of ICAT in this regard shall be final, conclusive, and binding on all parties.

26. **Confidential Information:** ICAT and Selected Bidder shall keep confidential and not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of contract.
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. **Force Majeure:** For the purpose of this Contract, "Force Majeure" shall mean any event or circumstance beyond the reasonable control of either party (the Successful Bidder or ICAT) which was not reasonably foreseeable, or which, with the exercise of due diligence, could not have been foreseen or prevented, and which materially and adversely affects the performance of obligations under this Contract.

Events qualifying as Force Majeure shall include, but not be limited to, the following:

- Natural calamities such as floods, droughts, earthquakes, hurricanes, cyclones, lightning, or other acts of God.
- Pandemics or epidemics, or any public health emergency declared by competent authorities.
- Acts of war (declared or undeclared), hostilities, invasion, armed conflict, terrorism, civil unrest, riots, or sabotage.
- Acts or orders of Government authorities, including but not limited to quarantine restrictions, embargoes, prohibitions, or trade restrictions imposed by any competent government authority.
- Freight embargoes, restrictions on transportation, or any unforeseen change in law or government policy materially impacting contract performance.

Obligations during Force Majeure: The party affected by a Force Majeure event shall, within ten (10) calendar days of the occurrence of such event, notify the other party in writing, providing sufficient details and evidence of the Force Majeure circumstances and its anticipated impact on the performance of contractual obligations.

Neither party shall be held liable for any delay or failure in the performance of its contractual obligations arising directly from such Force Majeure event, provided that:

- The obligations affected are directly related to the Force Majeure event.
- The affected party takes all reasonable steps to mitigate the effect of the Force Majeure on the performance of the contract.

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- The performance is resumed as soon as reasonably practicable after the Force Majeure event ceases.

If the period of delay due to Force Majeure extends beyond **sixty (60) days**, either party shall have the right to **terminate the contract** by giving **fifteen (15) days' written notice**, without any financial repercussion or liability on either side, subject to settlement of dues already accrued prior to such termination.

The decision of ICAT regarding the existence, duration, and impact of Force Majeure shall be **final and binding** on the successful bidder.

29. **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.

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

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

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

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

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

31. **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.

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

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

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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.

36. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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Form "I"

Performa for Performance Bank Guarantee

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

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

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Manesar for an amount equal to **5% (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 guarantee to postpone for any time or from time to time the exercise of any powers and

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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 for the last three financial years should be attached)	
11	Original Copy of Authorization In	

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	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	

Additional Terms & Conditions (ATC)

Form "III"

Undertaking Regarding Blacklisting/Non-Debarment

(Format of Undertaking, to be furnished in Company Letter Head With Regard to Blacklisting/Non-Debarment, By Organization)

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

We here by confirm and declare that we, M/s----- is not blacklisted/De-registered/debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have executed/undertaken the works/services during the last 3 Years.

For.....

Authorised Signatory

Date:

Structural (Vehicle) Accelerometers For PSL Dept

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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/Enquiry No. _____

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

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

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

Authorised Signatory

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

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Annexure "V"

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

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

Ref: "ICAT/GeM/PSL/STCT-ACCLM/2025-26/186, Supply of 50 Units Structural (Vehicle) Accelerometers for Passive Safety Lab at ICAT Centre - 2, 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.....

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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

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Form "VII"

Declaration In Respect of Conflict of Interest

Tender No. ICAT/GeM/PSL/STCT-ACCLM/2025-26/186

Tender Detail: Supply of 50 Units Structural (Vehicle) Accelerometers for Passive Safety Lab at ICAT Centre - 2, Manesar, Gurugram - 122051 (Haryana).

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

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

Full Name of Legal Representative / Agent	
Whether employee of Bidder-Firm or not? (Yes/No)	

Additional Terms & Conditions (ATC)

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

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

The Companies Act, 2013 Sec 2(77) “relative”, with reference to any person, means anyone who is related to another, if–

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

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

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

- a) *they have proprietor/partner(s)/ Director(s) in common; or*
- b) *they receive or have received any direct or indirect subsidy/ financial stake from any of them; or*
- c) *they have the same legal representative/ agent for purposes of this bid; or*
- d) *they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or*
- e) *bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.*
- f) *in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:*
 1. *The principal manufacturer directly or through one Indian agent on his behalf; and*
 2. *Indian/ foreign agent on behalf of only one principal.*
- g) *a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;*
- h) *In case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.*
- i) *Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.”*

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

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

For (Firm Name)

Signature of Director/Partner/Proprietor/ Authorised Signatory

Authorised Signatory Name:

Place:

Date:

Stamp / Seal of Firm

Additional Terms & Conditions (ATC)

Form "VIII"

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/PSL/STCT-ACCLM/2025-26/186 for Supply of 50 Units Structural (Vehicle) Accelerometers for Passive Safety Lab at ICAT Centre - 2, 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 2 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 One (1) year.

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 "IX"

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: _____

Structural (Vehicle) Accelerometers for PSL Dept

Additional Terms & Conditions (ATC)

Form "X"

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: _____

Structural (Vehicle) Accelerometers for PSL Dept

Additional Terms & Conditions (ATC)

Form "XI"

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,

Ref No. "Tender No. ICAT/GeM/PSL/STCT-ACCLM/2025-26/186 for Supply of 50 Units Structural (Vehicle) Accelerometers for Passive Safety Lab at ICAT Centre - 2, Manesar, Gurugram - 122051 (Haryana)."

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 "XII(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 XII(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
<p><i>[Explain in detail what alternative solution are you proposing]</i></p>	
<p>Reasons for the proposed solution to be superior than initial requirement</p>	
<p><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 "E"]</i></p>	

Signature of Authorized Signatory with Stamp

For M/s _____

Signature & company seal
 Name Designation
 Email
 Mobile No.

Additional Terms & Conditions (ATC)

Form "XIII"

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 XIV

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

Date _____

To,

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

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

Additional Terms & Conditions (ATC)

Form "XV"

Price Reasonability Declaration Letter
(On Bidder Letter Head)

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

Subject: Supply of 50 Units Structural (Vehicle) Accelerometers for Passive Safety Lab at ICAT Centre - 2, Manesar, Gurugram - 122051 (Haryana).

Tender Ref: ICAT/GeM/PSL/STCT-ACCLM/2025-26/186

Dear Sir/Madam,

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

1. That the prices/rates quoted by us in response to the above-mentioned tender for the *Supply of 50 Units Structural (Vehicle) Accelerometers for Passive Safety Lab at ICAT Centre - 2, Manesar, Gurugram - 122051 (Haryana)*.
2. That the prices offered are **not higher than those charged** to any other Government Department, Public Sector Undertaking (PSU), Autonomous Body, or reputed private automotive testing agency for similar goods or services, in the **recent past**.
3. That we have extended the **maximum applicable discount** to ICAT and hereby confirm that the price quoted to ICAT is the **lowest** offered by us to any of the institutions or organizations as mentioned above for comparable goods/services.
4. That in the event it is discovered at any stage during the currency of the contract that we have supplied the same or substantially similar goods/services to any other Government/PSU/Autonomous Body/Private Automotive Testing Agency at a **lower price**, we agree and undertake that ICAT shall, at its sole discretion, be entitled to exercise any one or more of the following remedies, without prejudice to its other legal rights or remedies:
 - Demand and recover the differential amount from us by way of refund or adjustment.
 - Cancel the purchase order in full or in part, without any liability on the part of ICAT.
 - Debar/blacklist us from participation in future tenders or procurement processes of ICAT.
 - Initiate appropriate legal proceedings under applicable laws for misrepresentation or breach of declaration.

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

Thanking you,

Yours faithfully,

For and on behalf of M/s _____

Authorized Signatory: _____

Name & Designation: _____

Seal of the Bidder: _____

Date & Place: _____

Additional Terms & Conditions (ATC)

Form "XVI"

Format for Annual Turnover

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

Ref: "Tender No. ICAT/GeM/PSL/STCT-ACCLM/2025-26/186 for Supply of 50 Units Structural (Vehicle) Accelerometers for Passive Safety Lab at ICAT Centre - 2, Manesar, Gurugram - 122051 (Haryana)."

Annual Turnover Declaration

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

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

Certificate from the Chartered Accountant/Statutory Auditor

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

Name of the audit firm:

Seal of the audit firm:

Membership No. of Chartered Accountant:

UDIN:

Date:

(Signature, name and designation of the Chartered Accountant)

Note:

1. The details submitted by the Bidder in **"Form II"** must be corrected and submitted by the bidder with UDIN. **"Form XVI"** submitted without valid UDIN shall not be considered.
2. Average annual turnover over the last three years (i.e. 2023-23, 2023-24 & 2024-25) shall be min. **INR 30 Lakh.**
3. Financial turnover: Financial statement / certificate duly signed and stamped from authorized Chartered Accountant with **UDIN No**