



International Centre for Automotive Technology

**Tender documents for
“Supply, Installation & Configuring of
Microsoft 365 Licenses
at ICAT Manesar” Haryana**

TENDER NO. ICAT/OT/IT/MS OFFICE/2022-23/221

International Centre for Automotive Technology
Plot No. - 26, Sector-3, HSIIDC, IMT Manesar, Gurugram-122050, Haryana, India

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TABLE OF CONTENTS

S.No.	Description	Page No.
1	General Tender Details	3-4
2	Vendor Information Form	5-6
3	Information for Bidders	7-9
4	General Conditions of RFP	10-14
5	Scope of Work	15-18
6	Bill of Material & Evaluation of bids	19
7	Annexure I – Instruction to Bidders	20-21
8	Annexure II – Tendering Process Compliance Statement	22
9	Annexure III – Undertaking from the bidder	23
10	Annexure IV – Self – Declaration for Compliance	24
11	Annexure V – General Eligibility	25-26
12	Annexure VI – Non- Disclosure Agreement	27-31
13	Annexure VII – Statement of NIL Deviations	32
14	Annexure VIII – Letter of Competence Format	33
15	Annexure IX – Pre Bid Query Format	34
16	Annexure X - Price Bid	35

General Tender Details

Tender Document for	Tender for Microsoft office 365
Tender Reference No.	ICAT/OT/IT/MS OFFICE/2022-23/221
EMD Amount	Rs. 1,86,642/- (Rupees One Lac Eighty Six Thousand Six Hundred Fourty Two only) in form of DD/NEFT/Bank Guarantee (format as per Form C of tender document)/Banker’s Cheque in favour of “International Centre for Automotive Technology”, payable at Manesar / Gurgaon valid for at least six months from any Indian scheduled Bank. The above Bank Guarantee to be issued/endorsed by any branch at Delhi/NCR of Indian Scheduled bank and should be consisting of Full Address of the bank along with contact details i.e. name, contact no., fax no. & e-mail id of the responsible person issuing the BG (To be enclosed along with the technical Bid). OR Firms who are registered with NSIC for the tendered item /Start-ups/ Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, are exempted from payment of EMD but these firms should submit a copy of the registration along with the Technical Bid. <i>(The certificate should be valid for at least 6 months from the date of submission of bids)</i>
Completion Period	45 days from the date of PO
Place of Submission of original tender document.	Purchase Department अंतरराष्ट्रीय ऑटोमोटिव प्रौद्योगिकी केंद्र International Centre for Automotive Technology Plot no 26, Sector 3, IMT Manesar, Gurugram, Haryana Contact No. +91 9911111091 As above Ph. 0124-4586111, Ext: - 6245 E-Mail: prem.purang@icat.in , anuraj.p@icat.in
Pre-Bid Meeting Date	20 th February, 2023, 11:00 AM

Pre-bid meeting location	Purchase Department अंतरराष्ट्रीय ऑटोमोटिव प्रौद्योगिकी केंद्र International Centre for Automotive Technology Plot no 26, Sector 3, IMT Manesar, Gurugram, Haryana
Last Date and Time For Submission of Tender Document	Upto 6 th March, 2023, 5:00 PM at ICAT Manesar, Gurgaon, India
Date/Time of opening of technical bids	1400 Hrs on 7 th March, 2023, at ICAT Manesar, Gurgaon, India
ICAT Bank Details for NEFT (incase any bidder deposits the EMD of Rs. 1,86,642/- through NEFT)	
<u>HDFC Bank Details (Saving A/c for transactions in INR Only):-</u>	
Beneficiary Name	International Centre for Automotive Technology
Bank Name	HDFC Bank Ltd.
Branch	Plot-K, Sector-2, Manesar-122050 Haryana
Account No.	05891450000118
Account Type	Saving
RTGS IFSC Code	HDFC0000589
Swift Code	HDFCINBB
MICR Code	110240079
Note : Please send the NEFT details (if applicable) to prem.purang@icat.in before submission of the bids.	

VENDOR INFORMATION FORM

Name of the Firm	
Nature of Business (Product/Services)	
Company Category (Micro Unit/Small Unit/Medium Unit/ Ancillary Unit/SSI) (Please enclose relevant self-attested photocopy of Certificates)	
Company's Legal Status (Proprietor/Limited Company/Undertaking/Joint Venture/Partnership/Others)	
Bidder Type (Indian/Foreign)	
Full Address of Registered Office with Postal Code	
Telephone Numbers(Mobile & Landline)	
Fax Numbers	
Email Address	
Contact Person	
Name of the Proprietor/Partners, Address, Mobile No.	
D.O.B.	
Registration No. for registration under Companies Act 1956. (Please enclose self-attested photocopy of Certificates)	
Company Establishment Year	

PAN	
GST	
Bidder Bank A/C No.(Attach Bankers certificate of account maintenance for last two years)	
Name of the Bank	
Bank Address	
Branch Code	
IFSC Code	

Information for Bidders

1. International Centre for Automotive Technology (ICAT), a division of NATRiP Implementation Society (NATIS) an autonomous body constituted by Ministry of Heavy Industries, Government of India, invites sealed tenders in two bid system from the Bidders in the prescribed proforma for performing, executing and implementing the Works on the terms and conditions contained in this Tender Document and in the Contract.
2. Bidders are required to submit their bids in **two parts in a sealed envelope**, superscribed “**Bid for Tender no. ICAT/OT/IT/MS OFFICE/2022-23/221**”, containing **two separate sealed envelopes**, as given below. The sealed bids shall be submitted at ICAT, Manesar before the closure of bid submission date/time, as specified in the tender.

Part -1: The Technical Bid

The first sealed envelope marked as “Technical Bid for Tender No. ICAT/OT/IT/MS OFFICE/2022-23/221” shall contain **Technical Bid documents along with EMD and our tender document duly signed and stamped.**

Part-2: The Financial Bid

The second sealed envelope marked as “Financial Bid for Tender No. ICAT/OT/IT/MS OFFICE/2022-23/221 shall contain **Financial Bid**

3. Bids shall be submitted in sealed envelope at Purchase Department, International Center for Automotive Technology, Plot no 26, Sector 3 IMT Manesar, Gurugram, Haryana 122050.
4. The bidders should be from Delhi / NCR only (Office registration & service center proof required).
5. The person signing the tender documents should be authorized for submitting the tender & have full knowledge of product participating.
6. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
7. While all efforts have been made to avoid errors in the drafting of the Tender Document, the Bidders

are advised to check the same carefully. No claim on account of any errors detected in the Tender Document shall be entertained.

8. Each of the Bid documents should be stamped and signed by the person or persons submitting the Bid in token of his/their having acquainted himself/ themselves with the Tender Documents in entirety. Any Bid not complying with the terms and conditions as set out in this Tender Document and/or not signed by authorised person may be rejected at the discretion of ICAT.
9. The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of preparation and submission of the Bid and for entering into a Contract, must examine the tender document, must inspect the site of the Works, acquaint himself with all local conditions, means of access to the sites, nature of the Works and all matters pertaining thereto.
10. The bidder shall fill the 'contact details form' issued with this Bidding document and submit the same along with bidding documents and ICAT would use these details to communicate with the bidder in case of issuance addenda etc.
11. A Bid which is not accompanied by Earnest Money Deposit will be construed as non compliant bid and shall be rejected.
12. The Earnest Money Deposit of all the Bidders will be returned without any interest after award of the Contract to the successful Bidder.
13. EMD shall be forfeited in favour of ICAT in case the Bidder:
 - 13.1 Without the written consent of ICAT, has withdrawn its Bid during the validity period of the Bids and any extensions thereto;
 - 13.2 After opening of the financial bid, alters the quoted rates/conditions in the Bid;
 - 13.3 Does not reply to any queries that may be raised after opening of technical/financial bids.
 - 13.4 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"
 - 13.5 In case of the extension of the Bid validity period in the manner stated in the tender, the validity of the Earnest Money Deposit shall be extended for a further period of 60 (sixty) days
14. This Invitation for Bids is open to all Original Manufacturers/ their Authorized Dealers/ vendors

/ suppliers to quote on their behalf for this tender as per Manufacturer’s Authorization Form who possess the qualifying requirements as specified in the Tender. Any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself, his firm. If it is detected that the person so signing the Tender has no authority to do so, then ICAT management may, without prejudice to other civil and criminal remedies, not consider the Tender and hold the signatory liable for all costs and damages.

15. That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services after end of warranty period if required. Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc. The Bidder should be a manufacturer or their dealer specifically authorized by the manufacturer to quote on their behalf of this tender as per manufacturer authorization form, who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the “Technical Specification”. Such equipment must be of the most recent series/models incorporating the latest improvements in design.

General Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the General Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by ICAT. Failure to do so may result in rejection of the Bid submitted by the Bidder.

- 1. Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 2. Effective Date of the Contract:** The contract shall come into effect on the date of Purchase Order (Effective Date) and shall remain valid until the completion of the obligations of the parties under the PO. The deliveries, supplies and performance of the services shall commence from the effective date.
- 3. Standard Arbitration Clause:** All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions. Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator. Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties. The sole Arbitrator shall have its seat in Delhi- NCR or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note - In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the third arbitrator (Presiding Arbitrator) will be decided by the nominee arbitrators. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the ICAT and seller).

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- 4. Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the ICAT or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the ICAT Manesar. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the ICAT or to any other person in a position to influence any officer/employee of the ICAT for showing any favor in relation to this or any other contract, shall render the Seller to such liability/ penalty as the ICAT may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the ICAT.
- 5. Non-disclosure of Contract documents:** Except with the written consent of the ICAT/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 6. Liquidated Damages:** In the event of the Contractor's failure to comply to the obligations under this PO, . I C A T may, at his discretion, withhold any payment until the completion of the contract. ICAT may also deduct from the Contractor as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered services mentioned in PO for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.
- 7. Termination of Contract:** Subject to the other provisions of the Contract, ICAT shall have the right to serve a notice of termination of the Contract on the Contractor and forthwith terminate the Contract without prejudice to any of its other rights and remedies against the Contractor and without being liable to pay any loss or compensation if:
- (i) if any distress or execution is levied upon any of the assets of the Contractor;
 - (ii) at any time during the currency of the Contract there is a change in the effective control of the Contractor as at the date of the Contract;
 - (iii) the Contractor fails to complete, test and commission the Contractor's Works/ Project Facility within the Time for Completion or commits any other violation/breach of the terms and conditions of the Contract which is not rectified within [14 (fourteen)] days of the date of receipt of notice from ICAT in this regard.
 - (iv) any of the following events occurs:
 - (a) the passing of a resolution by the shareholders of the Contractor for the winding up of the Contractor;

- (b) the appointment of a liquidator in a proceeding for the winding up of the Contractor or the Contractor entering into a compromise with its creditors; or
- (c) the making by the court of an order winding up the Contractor,
- (d) The Contractor either:
 - (i) Appoints a subcontractor without the prior approval of ICAT, or terminates any of the Subcontractor; or
 - (ii) having terminated any of the Subcontracts with the consent of ICAT, appoints a replacement Sub-Contractor without the prior approval of ICAT.
- (e) the Contractor without the consent of ICAT assigns or transfers all or any of its rights or obligations under the Contract;
- (f) the Contractor repudiates the Contract or otherwise evidences an intention not to be bound by the Contract; or
- (g) the expropriation, confiscation, compulsory acquisition of the Project Facility;
- (h) as a result of Force Majeure, the Contractor is unable to proceed with the Works for a period of [90(ninety)] consecutive days or [180(One Hundred and Eighty)] days in a year (whichever is less);
- (i) if the Contractor or any of its servants or agents commit or suffer to be committed or omit or suffer to be omitted any act, deed, matter or thing which in the opinion of ICAT Representative whose decision (without an obligation to give reasons therefor) in this regard will be final, is prejudicial to the interests or reputation of ICAT.
- (j) the Contractor offers, gives or promises any payment directly or indirectly to any government, political party, or official thereof, or any candidate for political office, or to ICAT in order to influence any substantive decision of, or induce any party or person to use its influence to offset any substantive decision of any Relevant Authority or Statutory Authority or ICAT in regard to any aspect of the Contract;
- (j) the Contractor makes any warranty or representation in or in accordance with the Contract which was materially incorrect when made so as to materially affect ICAT's interests; or
- (k) in the event that the Contractor's liability for Liquidated Damages reaches the cap on such damages as set out in Special Conditions of Contract and the Completion Certificate for the whole of the Works has not been issued; or

- (l) fails to provide, maintain or renew and/or comply with its obligations in relation to the Performance Security; or
 - (v) the Contractor has, without valid reason and ICAT’s consent, failed to commence the Works promptly, or fails to progress the Works regularly and/or diligently or
 - (vi) the Contractor has failed to adhere to the Technical Conditions of Contract and in the reasonable estimation of the ICAT Representative, such failure is likely to mean that Completion of the Works is likely to be delayed beyond the relevant Time for Completion; or
 - (vi) the Contractor's personnel is/are incompetent, have acted in a manner prejudicial to ICAT’s best interest or have failed to comply with ICAT’s health, safety, environment or other rules or regulations and procedures; or
 - (viii) the Contractor has failed to achieve two Milestones consecutively
8. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail or email, addressed to the last known address of the party to whom it is sent.
9. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The contractor shall indemnify ICAT against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The contractor shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
10. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
11. **Evaluation and Comparison of Bids:**
The bidder meeting the General Eligibility Criteria will be considered for technical evaluation. The Bidder needs to comply with all the eligibility criteria. Non-compliance to any of these criteria would result in outright rejection of the Bidder’s proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation.

The decision of I C A T would be final and binding on all the Bidders to this document. I C A T may accept or reject an offer without assigning any reason whatsoever. At the sole discretion and determination of the ICAT, the ICAT may add any other relevant criteria for evaluating the proposals received in response to this RFP. The evaluation will be a two-stage process. The stages are:

- a. General Eligibility
- b. Technical specification evaluation
- c. Commercial evaluation

12. Notices to local bodies:

The Bidder shall comply with and give all notices required under any law, rule, regulations or bye laws of parliament, state legislature or local authority relating to works.

13. No Bidder shall contact the ICAT on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful bidder(s).
14. Any effort by a Bidder to influence I C A T's Bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bid.
15. I / We hereby declare that I / We have read and understood the above instructions for the guidance of the Tenderers. Seal and Signature of the Bidder/s not required since the document is Digitally Signed.

SCOPE OF WORK

The Cloud Solution Providers (CSP) service provider should provide following deliverables under this contract:

1. Microsoft Agreement for a period of 1 years starting from the date of signing.
2. The unit price for all Software components should be locked for three years. The ICAT may procure any additional quantity of licenses with same terms and conditions during contract period.
3. The bidder should provide onsite training of all features of Microsoft Office 365.
4. The bidder has to configure all security features, ATP, Email Archive, MS Teams etc. under plan of Microsoft Office 365.
5. The bidder has to address all technical queries related to Office 365 from ICAT and should give solutions within 4 Hrs.
6. The service provider has to provide offsite L3 technical support from Monday to Saturday 8.00 AM to 5.00 PM. For any critical issue, the technical service support should extend to Sunday and national holiday without any condition or additional cost.
7. ICAT will raise all tickets with the service provider through portal, phone or email and service provider should provide technical solution in consultation with Microsoft (if required) to the ICAT.
8. The service provider should provide all technical configuration documentation, training materials to the ICAT.
9. The service provider technical team should visit ICAT Manesar once in a quarter and review the Microsoft Office 365 product Security related issues, SPAM mails, Spoofing issues, Transport Rules, Email Archive, Administration and new features and Office 365 usage in the ICAT.
10. The service provider should provide two days Microsoft Office 365 Administration, Best practice training to ICAT, IT Officers once in a year.
11. The service provider should configure, and compliance all audit related points on Microsoft Office 365 Solution implementation in the ICAT.
12. At present, ICAT is using multiple versions of MS office from 2007 to 2016. Once license migrated to 365 the service provider should ensure that all existing emails migrated seamlessly to Office 365 and

accessible to user.

M365 Implementation Scope of Work

1. Azure Active Directory Premium
2. Enable Self Service Password Reset
3. Configuring Conditional Access to applications based on device location etc.
4. Location-based Multi factor authentication in accessing Office365 or other web- based application
5. Configure MFA based on user Location & Application.
6. Intune Mobile Device & Application Management
 - Configure Device Enrolment for iOS, Windows & Android Devices and one Desktop machine.
 - Mobile Application Management - Showcase DLP on Managed Office Mobile Apps (Word, Excel, PowerPoint, OneNote & OneDrive for Business) on iOS & Android Device.
 - Configuring WIP Policy
 - Mobile Application Management - Showcase Managed Browser, PDF, AV and Image Viewer on iOS & Android Device
 - Device restriction without Enrolment
 - Showcase Remote Wipe - Full Wipe & Selective Wipe.
 - 10 Enrolment for Bit locker
 - Configuration of Windows Defender
7. Windows Defender Antivirus
 - Configure Defender policies for Windows 10 Devices.
 - Configure Defender policies for Cloud Protection
 - Configure Defender Antivirus Exclusions and Real time protection.
 - Configure Scan and Remediation policies.
 - Configure Update policies and Device Guard
8. Windows 10 Enterprise Rollout
 - Upgrade from Windows 10 professional to Windows 10 Enterprise using Intune.

- Configure Enterprise features like Windows Hello and Credential Guard.
 - BitLocker Encryption
 - Configure Create an endpoint security policy for BitLocker.
 - Create a device configuration profile for BitLocker.
 - Configure and Manage BitLocker keys.
9. Intune Portal (Azure Subscription ID and Global administrator account login credentials (If any).
10. ICAT will have all the pre-requisites in place prior starting the delivery / implementation (detailed pre-requisites will be the part of Project plan only & shared after receiving PO).
11. ICAT will provide On-premises Windows Active Directory Server (or) Additional Domain controller. The bidder has to configure on Azure as a VM and Azure AD Domain Services which will be in synch by using the Azure AD Connect.
12. ICAT will share the User list that needs to be created to access Intune implementation.

On-premises Implementation

1. Deploy 1 Primary Server and 1 Database Server in main branch ICAT Manesar
2. Deploy 3 Distribution Point Server in Branch location (Suggestion as per user count)
3. Below features of will be enabled as part of the implementation for Servers/client machines
4. Patch management
5. Windows 10 Management
6. In-Console Updates
7. Application Delivery
8. Device Management
9. Endpoint Protection
 - Power Management
 - Operating System Deployment
 - Software Update Management
 - Client Health and Monitoring
 - Asset Intelligence
 - Inventory
 - Reporting Productivity

- Push Agent on End user machines in On-premises by using SCCM

Onsite L2 Resource Scope

1. O365 health check in O365 portal.
2. User mailbox status if exceed the limit
3. Mail queue
4. Create user if not in sync with from local AD Assign License
5. Enable litigation on hold & archive for O365 mailboxes
6. Check risky sign in events, & inform management for necessary action
7. Mail tracking logs
8. Check license subscription status
9. Manage all activities related to exchange admin center
 - Manage admin related queries/request for other O365 services like team, skype for business, One drive
 - Manage security & compliance related all tasks & queries
 - Manage Azure AD portal if have EMS license to manage user MFA, CA policy ADD connect server, risky event, geo fencing policy
 - Manage alert policies & create new policies according to requirement
 - Auditing & Monitoring
 - Review Litigation in hold & in-place archive status
 - Review O365 admin audit logs
 - Review malware/fishing, spam status
 - Review O365usage report
 - Manage O365 secure score to improve tenant score related to security
 - Servers (Physical/Virtual) OS Licenses & tolls will be provided by ICAT
 - Required Admin Access, downtime will be provided by ICAT

Bill of Material

Item	Quantity
Microsoft 365 Business Premium	300
Business Std + Enterprise Mobility + Security E3	100
M 365 F3	60
O365 E3 + EMS E3	05
One time installation, configuration, trainings & data migration charges	01
One year onsite support charges 24x7	01

Evaluation of Bids

Evaluation of Bids: The technical bids will be evaluated for determining the continued eligibility of the Bidder for project and compliance of the bids with the necessary technical requirements and scope of work of this tender. ICAT may seek clarification from any or all Bidder(s) at any stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications not received from the Bidder(s) within stipulated time, the respective technical parameters would be treated as non-compliant and decision to clarify the Bidder(s) shall be taken by ICAT. Financial bid of only those bidders will be opened whose bid will be technically qualified. The successful bidder will be declared based on Lowest Cost (L1) basis only

ANNEXURE I

INSTRUCTIONS TO BIDDERS

1.0	Location
	अंतरराष्ट्रीय ऑटोमोटिव प्रौद्योगिकी केंद्र International Centre for Automotive Technology (ICAT) Plot no 26, Sector 3, IMT Manesar, Gurugram, Haryana
	a. Tenderers must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before submitting their bids. The Tenderer shall send their queries via email up to 20th Feb 2023 .
2.0	Any printing or typographical errors /omission in tender document shall be referred to ICAT and their interpretation regarding correction shall be final and binding on Service Provider.
3.0	Transfer of Tender Documents
	Transfer of tender documents purchased by one intending Bidder to another is not permitted
4.0	Rates
	ICAT is not concerned with any rise or fall in the product prices during price validity period. Bids shall be unconditional, firm and remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids. Any Bid having validity lower than that specified above shall be rejected by ICAT as being non responsive. However, ICAT may request the Bidders to extend the Bid unconditionally beyond the Bid validity period up to an additional period of sixty (60) days or more without any modification and with out giving any reason thereof. Conditional extension of bid validity shall not be accepted and ICAT reserves right to reject such bid/s and proceed with the bidding process with the remaining bidders.
5.0	Payment Terms
	The payment will be made within 30 days after delivery/installation and submission of original invoices either in Hard copy or digitally signed invoices. <ul style="list-style-type: none">• For subscription Quarterly/ Bi annual advance basis• Implementation charges will be paid after completion of configuration/migration
6.0	Obligations of Successful Bidder
	a. The successful bidder has to supply all the components, services and licenses to make solution complete.

	<p>b. The successful bidder shall deploy their own trained and experienced engineers for implementing, managing and maintaining the system.</p> <p>c. Whenever any new threats / vulnerabilities become public, the bidder/successful bidder shall bring this to the notice of the ICAT immediately and help/guide the ICAT in plugging the same. Once the call has been attended, successful bidder engineers shall put their maximum efforts and deploy their best resources to resolve all calls at the earliest possible time frame at all locations and ensure appropriate uptime.</p> <p>d. The bidder/successful bidder to ensure that during implementation of complete, the critical services hosted at ICAT shall not face any downtime due to security breach, security incident, improper configuration of security units/ appliances/ components</p>
7.0	Signing of the contract
	<p>a. The successful Bidder may be required to execute a non- disclosure agreement (NDA) and Service Level Agreement (SLA) with International Center for Automotive Technology (ICAT) within 30 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Bidder to sign the agreement in the above- stipulated period, the ICAT may cancel the order.</p>
	<p>b. Until the Agreement is formally signed, the Work Order / Letter of Acceptance of Tender issued to the successful Bidder and accepted by him may be operative and binding on the ICAT and the Service Provider.</p>
8.0	On acceptance of the tender, the name of the accredited representatives of the Bidder who would be responsible for taking instructions from ICAT shall be mentioned by the Bidder.
9.0	If so, decided ICAT reserves the right to appoint PMC (Project Management Consultant) or any other agency to get the quality of works checked, measurements recorded, including certification of bills etc.
10.0	The ICAT has the right to reduce or increase the scope of work. The ICAT may give 3 months’ notice period for termination of contract if service is not satisfactory to the International Center for Automotive Technology (ICAT)
11.0	Notices to local bodies
	The Bidder shall comply with and give all notices required under any law, rule, regulations or bye laws of parliament, state legislature or local authority relating to works.

ANNEXURE II

TENDERING PROCESS COMPLIANCE STATEMENT

The following terms and conditions are deemed as accepted by bidder for participation in the bid event (Tender Ref: **ICAT/OT/IT/MS OFFICE/2022-23/221**)

1. The price once submitted cannot be changed.
2. Technical and other non-commercial queries (not impacting price) can be routed to the respective contact personnel of the ICAT indicated in the tender document. Bidding process related queries could be addressed to mentioned mail id's.
3. Order finalization and post order activities would be transacted directly between bidder and the ICAT.
4. Bids once submitted cannot be withdrawn or modified under any circumstances.
5. The ICAT reserves the right to extend or reschedule or annul the tender process.

ANNEXURE III

UNDERTAKING FROM THE BIDDER

(To be submitted on Contractor’s own Letterhead)

To,

अंतरराष्ट्रीय ऑटोमोटिव प्रौद्योगिकी केंद्र
International Centre for Automotive Technology (ICAT)
Plot no 26, Sector 3, IMT Manesar, Gurugram, Haryana

Ref: Tender for Microsoft office 365 enterprise agreement.

Ref. No: ICAT/OT/IT/MS OFFICE/2022-23/221

I / we further agree to execute and complete the work within the time frame stipulated in the tender scope of document. I / we agree not to employ Sub-Service Providers without the prior approval of the ICAT. I / We agree to pay Sales Tax, Works Contract Tax, Excise Tax, octroi, LBT, VAT, GST, Duties, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same are liable and the rates quoted by me/us are Exclusive of the same.

I / we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. We unconditionally agree ICAT’s preconditions as stipulated in the tender documents and empanelment process.

I / We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from the ICAT, during the course of the work, ICAT reserves the right to terminate my contract.

Yours truly,

Seal and Signature of the Bidder/s not required since the document is digitally signed.

Place:

Name:

Date:

Designation:

Seal:

ANNEXURE IV

SELF - DECLARATION FOR COMPLIANCE

(On Company Letterhead)

I < *Name* > working as < *Designation* > in < *M/s. Company Name* > hereby declare that I am entrusted with the responsibility of ensuring compliance with various laws applicable to the company in the Administration of business and affairs of the company.

After having examined and considered all relevant information and based on the information furnished by the concerned officers, I, do hereby certify that.

1. My company complied with all applicable laws, enactments, orders, rules, regulations and other statutory requirements of the Central Govt. Of India, State Govt. and other statutory and local authorities concerning the business and affairs of the company.
2. Paid all applicable statutory dues on due dates.
3. Maintain proper registers, records, documents and books and filed proper returns, forms and statements and furnished necessary particulars to the relevant authorities.
4. Not done or committed any act or entered into any transactions in violation of any statutory provisions.
5. My company shall strictly follow and complied with ICAT’s policies, procedures and security measures during contract period.
6. My company will produce all documents for verification process as per ICAT’s requirement and various audit compliance.

Date:

Authorized Signatory Name:

Place:

Designation:

Company Seal:

ANNEXURE V

Following format has to be filled by the Bidder and has to be submitted along with technical bid and relevant documentary proof.

GENERAL ELIGIBILITY

S.No.	Eligibility Criteria	Supporting Documents to be submitted alongwith technical bid	Compliance (Yes/No)
1	The bidder should be registered with Registrar of companies/firms in India.	Certificate of Incorporation or any other certificate of registration issued by competent authority from Government of India.	
2	Implementation of Microsoft Office 365 experience at least in 3 organizations in India with more than 500 licenses per organization.	Purchase Order or Client Reference letter with contact details (Name, Designation, Email, and Phone Number) need to be submitted for verification.	
3	The bidder should be Microsoft Gold Certified Reseller or Solution Partner.	Proof should be attached.	
4	The partner should be authorized by Microsoft through MAF to participate in this tender.	Microsoft issued MAF to be submitted.	
5	The bidder must have minimum 10 employees.	Declaration on company letter head with sign and stamp to be submitted.	
6	Labor law and all statutory compliance	Self-declaration of Labor law and statutory compliance statements on letter head with sign from authorized signatory and stamp to be submitted.	
7	Bidder must be having its own Toll-Free number and dedicated service support center setup in Delhi/NCR with skilled resources, from where this project will be managed, monitored & support services will be provided.	Self-declaration by bidder	

8	Bidder shall execute Tendering Process Compliance Statement, Undertaking letter and terms and conditions as per Annexure.	submit seal and signed copy of Tender document on bidder's letter head	
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ANNEXURE VI

NON-DISCLOSURE AGREEMENT

This Agreement is made on the _____ day of _____ by
and between

_____, (an ___ incorporated under the _____) having its office at _____ (hereinafter referred to as "___" or the "**Receiving Party**"), which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

International Centre for Automotive Technology (ICAT), Plot no 26 sector 3 IMT Manesar or "**Disclosing Party**") which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**.

_____ & ICAT are hereinafter collectively referred to as the "**Parties**"
and individually as a "**Party**".

WHEREAS

The Parties intend to engage in a business relationship which includes

In the course of such business relationship, it is anticipated that ICAT may disclose or deliver to _____ certain or some of its trade secrets, policies, technical and business information, pricing, financial analysis, customer names, customer list, customer data or any other confidential or proprietary information, for the purpose of _____ (hereinafter referred to as "**the Purpose**").

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY

AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. **Confidential information:** For the purposes of this Agreement, “Confidential Information” means any and all information or data that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided by the Disclosing Party to the Receiving Party or its representative(s) in connection with the Purpose and the business transacted/to be transacted between the Parties. Confidential Information shall include any copy, abstract, sample, notes or module thereof.

The Receiving Party shall use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party and can be shown by documentary evidence in support thereof, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality and can be shown by documentary evidence in support thereof, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall endeavour to, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may with prior written permission of the Disclosing Party, disclose the Confidential Information to its affiliates, consultants, advisors and such other persons who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above, subject to their entering into an agreement containing terms and conditions no less restrictive than as set out in this Agreement. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use of disclosure

of the Disclosing Party’s Confidential Information in violation of the terms of this Agreement. The Receiving Party undertakes to take full responsibility for the Confidential Information given to their Consultants, Advisors, Affiliates and other persons referred in above and consequently any breach by such Consultants, Advisors Affiliates and other persons referred in above shall be treated as breach by the Receiving Party and accordingly will be liable to the Disclosing Party.

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in print or electronic media or any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. **Term:** This Agreement shall be effective from the date hereof and shall continue till the earlier to occur of (i) the expiration of 1 (one) year from the date of this Agreement unless renewed by both the parties in writing and (ii) till expiration or termination of this Agreement due to cessation of the business relationship between___and International Centre for Automotive Technology (ICAT). However, the confidentiality obligations shall survive the termination of this Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately, cease any and all disclosures or uses of the Confidential Information and at the request of the Disclosing Party promptly return or destroy all written, graphic or other tangible forms of the Confidential information and all copies, abstracts, extracts, samples, notes or modules thereof. That portion of the Information which consists of analyses, compilations, studies or other documents or data prepared by the Receiving Party or its representatives, will continue to be held by the Receiving Party and will be treated as confidential.

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information,

and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this agreement.

7. **Remedies:** Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

8. **Entire Agreement, Amendment, and Assignment:** This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. **Notices:** Any notice or other communication under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier or by electronic mail, to a party at its address as set out below:

Disclosing Party: **International Centre for Automotive Technology (ICAT)** Receiving Party: _

or as otherwise specified by a party by notice in writing to the other party.

Any notice or other communication shall be deemed to have been duly received:

- i. if delivered personally, when left at the address and for the contact referred to in this clause; or

- ii. if sent by pre-paid first-class post or recorded delivery, at 11.00 am on the fourth business day after posting; or
- iii. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
- iv. if sent by an electronic mail, on the day of receipt, if received before 11.00 a.m on a business day, or otherwise on the first business day after receipt.

10. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India and the parties submit to the jurisdiction of courts/tribunals at Gurugram.

11. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any Confidential Information disclosed hereunder.

All Confidential Information is provided on “as is” basis. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or inducement by either Party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons. Each party agrees to maintain and go by all the extant laws, regulatory guidelines and such other similar regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party

Receiving Party

By _____

By _____

Name with Title

Name with Title

ANNEXURE VII

STATEMENT OF NIL DEVIATIONS

(To be submitted in the Bidder's letterhead)

**To,
International Center for Automotive Technology (ICAT)
Plot no 26 Sector 3 IMT Manesar
Gurgaon, Haryana 122050**

Re: Tender RFP Ref: ICAT/OT/IT/MS OFFICE/2022-23/221

Dear Sir,

There are no deviations (nil deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

Yours faithfully,

(Authorized Signatory of Bidder) Date:

(Company Seal)

Annexure-VIII

LETTER OF COMPETENCE FORMAT

[To be executed on a non-judicial stamp paper]

Letter of Competence for Quoting against International Center for Automotive Technology (ICAT) RFP No.

This is to certify that we [Insert name of Bidder], Address... are fully competent to undertake and successfully deliver the scope of services mentioned in the above RFP. This recommendation is being made after fully understanding the objectives of the project and requirements like experience etc.

We certify that the quality and number of resources to be deployed by us for implementation will be adequate to implement the connectivity expeditiously and correctly and provide the services professionally and competently.

We also certify that all the information given by in response to this RFP is true and correct.

Authorized Signatory of the Bidder Date:

Annexure IX

PRE-BID QUERY FORMAT

Bidder’s request for Clarification - to be submitted minimum of one day before pre-bid meeting.

If, bidder, desiring to respond to RFP for “Microsoft office 365 agreement for ICAT”, require any clarifications on the points mentioned in the RFP may communicate with **International Center for Automotive Technology (ICAT)** using the following format.

All questions received at least two day before the pre-bid meeting (pre-bid meeting will be addressed in Pre-bid meeting and the responses will be circulated to all participating bidders if required).

The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, ICAT may at its discretion, answer all such queries in the Pre-bid meeting.

Bidder’s Request For Clarification Tender for Microsoft office 365		
To be emailed to:	vikram.wadhwa@icat.in , adeshk.chauhan@icat.in prem.purang@icat.in , anuraj.p@icat.in	
Name of Organization submitting request	Name & position of person submitting request	Full formal address of the organization including phone, fax and email points of contact
		Email:
		Tel/Mobile:
Page Number	Point Number	Query description

Name and signature of authorized person issuing this

1. In case of multiple queries, the contact details need not be repeated, and only last two rows of the above format (table) are to be furnished for the subsequent queries.
2. Please use email or softcopy.

Annexure X

Price Bid

Item	Quantity	Price per user Annually	GST	Total amount with GST
Microsoft 365 Business Premium	300			
Business Std + Enterprise Mobility + Security E3	100			
M 365 F3	60			
O365 E3 + EMS E3	05			
One time installation, configuration, trainings & data migration charges	01			
One year onsite support charges 24x7	01	Inclusive		
		Total in INR		