

# INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY (ICAT)

## **TENDER DOCUMENTS FOR Supply Installation & Configuration of Hard drive, OS & SQL.**

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**TENDER NO. ICAT/T/IT/SIC of Hard Drive-OS-SQL/2023-  
24/201**

**International Centre for Automotive Technology**  
Plot No # 26, Sector-3, HSIIDC, IMT Manesar,  
Gurugram-122050

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## Tender Notice

Sir/Madam,

The International Centre for Automotive Technology (ICAT) under Ministry of Heavy Industries, Government of India, invites tenders in two bid system from the Bidders in the prescribed Performa for performing, executing, and implementing the Works on the terms and conditions contained in this Tender Document and in the Contract. The brief description of Works and the timelines for tenders are summarized in the table below.

1.	<b>Name of Work</b>	Supply installation and configuration of Hard Drive, OS & SQL in existing Lenovo Server 3550 M5 at ICAT Centre-1.
2.	<b>Delivery Location</b>	ICAT Centre – 1, Plot No 26, Sector 3, HSDIIC, IMT Manesar Gurugram- 122050. Haryana (India)
3.	<b>Server Details</b>	Lenovo 3550 M5.
4.	<b>Completion Period</b>	4 weeks, from the date of issue of Contract Initiation.
5.	<b>Earnest Money Deposit</b>	<p><b>INR 45,690/- (Rupees Forty-Five Thousand Six Hundred &amp; Ninety Only)</b> in form of DD/NEFT/Bank Guarantee (format as per Annexure XIV of tender document)/Banker’s Cheque in favor 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. &amp; e-mail id of the responsible person issuing the BG (To be enclosed along with the technical Bid).</p> <p style="text-align: center;">OR</p> <p>Firms who are registered with NSIC for the tendered item /Start-ups/ Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department, are exempted from payment of EMD but these firms should submit a copy of the registration along with the Technical Bid. (The certificate should be valid for at least 6 months from the date of submission of bids).</p>

6.	<b>Warranty Period</b>	One year from the date of installation& configuration
7.	<b>The Last Date of receipt of queries if any,</b>	Up to 1700 Hrs. on 26 <sup>th</sup> March' 2024 at ICAT Office (via e-mail) Mail ID: <a href="mailto:Nitish@icat.in">Nitish@icat.in</a> , <a href="mailto:sonu.chopra@icat.in">sonu.chopra@icat.in</a> , <a href="mailto:shivangi.bundela@icat.in">shivangi.bundela@icat.in</a> & <a href="mailto:vikram.wadhwa@icat.in">vikram.wadhwa@icat.in</a>
8.	<b>Date for clarification meeting</b>	1500 Hrs. on 28 <sup>th</sup> March 2024 at ICAT, Manesar, Gurugram, India. <b>Venue:</b> IT Meeting Room, ICAT Centre - 1, Manesar (Haryana) <b>Contact Person:</b> Ms. Shivangi Bundela - IT Department <b>Mail ID:</b> <a href="mailto:shivangi.bundela@icat.in">shivangi.bundela@icat.in</a> <b>Contact No.</b> +91 9617744430
9.	<b>Last date/Time for submission of Sealed Bids</b>	Up to 1700 Hrs. 9 <sup>th</sup> April 2024 at ICAT Manesar, Gurugram, India. <b>To,</b> <b>The Purchase Department</b> <b>International Centre For Automotive Technology</b> <b>Plot No. 26, Sector – 3, Near HSIIDC Office, IMT</b> <b>Manesar, Gurugram 122051 (Haryana)</b> <b>Contact No. +91 9899973712</b>
10.	<b>Date/Time of opening of technical bids</b>	Up to 1400 Hrs. on 10 <sup>th</sup> April 2024 at ICAT Centre – 1, Manesar, Gurugram, India.
<p><b>Bidders to comply with:</b></p> <ol style="list-style-type: none"> <li>1. Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23<sup>rd</sup> July 2020 and as revised from time to time <a href="https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf">https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf</a>)</li> <li>2. 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. (<a href="https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf">https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf</a>)</li> <li>3. Ministry of Electronics and Information Technology (MEITY) vide F. No. W-43/4/2019-IPHW-Meity dated 7<sup>th</sup> September 2020 and as revised from time to time <a href="https://www.meity.gov.in/writereaddata/files/electronic_products_notification_dated_07092020.pdf">https://www.meity.gov.in/writereaddata/files/electronic_products_notification_dated_07092020.pdf</a></li> </ol> <p><b>ICAT reserves the right to reject/modify/cancel the tender without assigning any reason thereof.</b></p>		

**ICAT Bank Details for NEFT (incase any bidder deposits the EMD of INR 45,690/- through NEFT)**  
**HDFC Bank Details (Saving A/c for transactions in INR Only); -**

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

## Minimum Eligibility Criteria

The bidder whose bids meet the following eligibility criteria would only be considered for technical evaluation.

The bidder should fulfill the following minimum eligibility criteria:

1. The Bidder shall be a legal valid entity.
2. The bidder should be based in Delhi/NCR.
3. The bidder should have a minimum of 2 years' experience and the company must be registered and present in Delhi/NCR.
4. The bidder should have presence in India with their technical support team for "after sale service support". The bidder should have technical manpower with experience to provide service in Delhi/NCR region.
5. Bidder cannot submit more than one bid.
6. Turnover: The average annual turnover of the last 2 financial years ending 31st March 2023 should be greater than INR 10 Lakhs. [Bidder shall attach relevant documents (profit & loss account and balance sheet duly signed and stamped from authorized Chartered Accountant with UDIN no.) as proof with the technical bid].

### Note:

- If the bidder fails to submit the authenticated documents in support of his/their credentials as specified in tender documents, his/their tender will be liable to be summarily rejected.
- In case a bidder does not meet all the conditions mentioned in Minimum Eligibility Criteria, the bidder will be disqualified.
- In case of any deviation with respect to our tender conditions, the same to be filled in deviation form by the bidders as per **Annexure-XI**.
- **The bidder not complying with the below provision, shall be rejected.**
  - Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23<sup>rd</sup> July 2020 <https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>)
  - Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time.  
(<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>)
- Ministry of Electronics and Information Technology (MEITY) vide F. No. W-43/4/2019-IPHW-MeitY dated 7<sup>th</sup> September 2020 and as revised from time to time  
[https://www.meity.gov.in/writereaddata/files/electronic\\_products\\_notification\\_dated\\_07092020.pdf](https://www.meity.gov.in/writereaddata/files/electronic_products_notification_dated_07092020.pdf)

**Instruction to Bidders**

1. Bidders are required to submit their Bids in two parts in a sealed envelope, superscribed “Bid for **Tender No. ICAT/T/IT/SIC of Hard Drive-OS-SQL/2023-24/201**, containing two separate sealed envelopes, as given below. The sealed bids should be submitted at ICAT, Manesar before the closure of bid submission date/time.
- 1.1 **Part1:** Technical Proposal for “**Tender No. ICAT/T/IT/SIC of Hard Drive-OS-SQL/2023-24/201 (Complete Stamped and Signed Copy of Tender Document and Supporting Documents of Minimum Eligibility Criteria)**).
- 1.2 **Part2:** Financial Proposal “**Tender No. ICAT/T/IT/SIC of Hard Drive-OS-SQL/2023-24/201 (Annexure-C Financial Proposal)**

**Bid to be submitted in a sealed envelope latest by 9<sup>th</sup> April 2024 Up to 1700 Hrs. to**

**Purchase Department  
International Centre for Automotive Technology  
Plot No # 26, Sector-3, HSIIDC, IMT Manesar,  
Gurugram, -122050**

**2. Earnest Money Deposit (Bid Security Amount):**

- 2.1 The Bids should be accompanied by an **Earnest Money Deposit of INR 45,690/-** in the form of Demand Draft / Banker’s Cheque drawn in favour of “International Centre for Automotive Technology” payable at Gurugram / Manesar. Alternatively, the Bids should be accompanied with a Bank Guarantee issued by any branch at Delhi/NCR of Indian scheduled bank of the said amount valid for a period of at least **180 days** from the last date of submission of Bids, as per “Form – Earnest Money Deposit”. The above Bank Guarantee 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/MSME/Startup** for the tendered item are exempted from payment of EMD but these firms should submit a copy of the registration along with the Technical Bid. *(The certificate should be valid for at least 6 months from the date of submission of bids)*

- 2.2 A Bid which is not accompanied by such Earnest Money Deposit (EMD) will be construed as non-compliant bid and should be rejected.
- 2.3 The Earnest Money Deposit of the unsuccessful Bidders will be returned without any interest after award of the Contract by ICAT to the successful Bidder.
- 2.4 The Earnest Money Deposit of the successful Bidder will be returned upon the defect free delivery, installation & Configuration of Hard Drive, OS & SQL only.
- 2.5 EMD should be forfeited in favour of ICAT in case the Bidder :-
  - 2.5.1 If the bidder without any written consent of ICAT, if withdraw its Bid during the validity period of the Bids and any extensions there to;

- 2.5.2 After opening of the financial bid, alters the quoted rates/conditions in the Bid;
- 2.5.3 Does not reply to any queries that may be raised after opening of technical/financial bids.
- 2.5.4 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".
- 2.5 In case of the extension of the Bid validity period in the manner stated in **Clause 7**, the validity of the Earnest Money Deposit should be extended for a further period of **60** (sixty) days.

### 3. Eligibility Criteria

The bidder whose bid meets the following eligibility criteria would only be considered.

#### A. Legally Valid Entity:

The Bidder shall necessarily be a legally valid entity either in the form of Proprietary firm, Partnership firm, Private Limited Company. Proof for supporting the legal validity of the Bidder shall be submitted.

#### B. Past Experience:

The bidder should be in IT business for past 2 FY's and must have experience of supplying related any of two items related/required to this bid.

#### C. Financial Capacity:

The average annual turnover of the last 2 financial years ending 31<sup>st</sup> March 2023 should be greater than **INR 10 Lakhs**. [Bidder shall attach relevant documents (profit & loss account and balance sheet duly signed and stamped from authorized Chartered Accountant) as proof with the technical bid].

#### D. Technical Capability:

- The bidder should have presence in India with their technical support team for "after sale service support". The bidder should have technical manpower with experience to provide service in Delhi/NCR region.

#### E. Supporting Documents for Eligibility Criteria:

- In proof of having fully adhered to the minimum eligibility criteria at 3 (A), attested copy of certificates issued by the respective registrar of firms/companies and in case of proprietary firms, valid documents such as PAN, TAN, GST Registration etc. shall be acceptable to ICAT.
- In proof of having fully adhered to the minimum eligibility criteria at 3 (B), ICAT shall accept the attested completion certificates or Purchase/Work Orders (at least 2 Nos) issued by Govt. Depts. /Autonomous Bodies/PSU/Reputed Private Firms (at the discretions of ICAT) only.
- In proof having fully adhered to the minimum eligibility criteria at 3 (C), attested copies of the audited report Trading, profit & loss account and balance sheet duly signed and stamped from authorized Chartered Accountant with UDIN no., clearly indicating the turnover of the bidder acceptable to ICAT.
- In proof of having fully adhered to the minimum eligibility criteria at 3 (E), ICAT shall accept the self-declaration of the bidder.

#### F. Bidders to comply with

Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23<sup>rd</sup> July 2020 and as revised from time to time <https://doe.gov.in/sites/default/files/OM%20dated%202023.07.2020.pdf>)



Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time. (<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>) Ministry of Electronics and Information Technology (MEITY) vide F. No. W-43/4/2019-IPHW-Meity dated 7<sup>th</sup> September 2020 and as revised from time to time [https://www.meity.gov.in/writereaddata/files/electronic\\_products\\_notification\\_dated\\_07092020.pdf](https://www.meity.gov.in/writereaddata/files/electronic_products_notification_dated_07092020.pdf)

#### **4. Site Visit**

- 4.1 The Bidders are advised to visit and examine the Site of Works and its surroundings, with prior notice to ICAT, at his/their cost and obtain for himself/ themselves on his/their own responsibility, all information that may be necessary for preparing the tender. The Bidder shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the site in the preparation and submission of the Tender.
- 4.2 **Address of the Site:** ICAT Centre - 1, Manesar, Plot No. 26, Sector 3 HSIIDC, IMT Manesar, Gurugram, Haryana 122050 (Haryana)

#### **5. Time Schedule for Completion of Works**

- 5.1 Equipment's/Devices required shall be supplied and installed within 4 weeks after receipt of issuance Award Letter/Purchase Order from ICAT.
- 5.2 The bidder shall strictly adhere to above mentioned timelines.

#### **6. Amendment to the Tender Document**

- 6.1 Addenda / Corrigenda to the Tender Document may be issued by ICAT prior to the last date of submission of the Bids to clarify the documents or to reflect any modifications etc. All such addenda / corrigenda shall be treated as an integral part of the Tender Document.
- 6.2 In order to afford prospective Bidders reasonable time for preparing their tenders after taking into account such amendments, ICAT may, at its discretion, extend the deadline for submission of tenders.
- 6.3 In case after issuance of addenda, any Bidder who has already submitted its Bid, does not resubmit its Bid, it shall be deemed that such Bidder does not intend to modify its Bid on the basis of the addenda and the addenda have been taken into account.

#### **7. Validity of Bids**

- 7.1 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** without any modification and without 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.
- 7.2 If a Bidder withdraws or revokes his offer after last date of submission of Bids, the Bidder is liable to be disqualified and the Earnest Money Deposit submitted by such Bidder is liable to be forfeited. Any Bidder shall not be allowed to carry out any revision / correction / modification in his Bid after the last date of submission of Bids.
- 7.3 In case ICAT calls the Bidder for negotiations/clarifications then this shall not amount to cancellation or withdrawal of original offer. ICAT reserves right to finalise the technical scores by conducting such negotiations/seeking clarifications, till the start date/time of the financial bid opening and prior to declaration of technical scores.

#### **8. Evaluation of bids:**

##### **8.1 Technical Bid Evaluation**

- 8.1.1 During the technical bid evaluation process, ICAT may ask clarifications to the bidder through E-mail/ Fax, for confirming and consolidating their technical offers.
- 8.1.2 All such clarifications are required to be answered by the bidder by E-mail/Fax, within the time specified by ICAT. The signed hard copies of the same need to be submitted to ICAT and shall be deemed to be the part of the tender documents.
- 8.1.3 All valid bids shall be evaluated based on criteria as specified in **Annexure VI-Evaluation Parameters**.
- 8.1.4 **ICAT reserves the right to give preference to the local supplier/MSME/Start-up as per prevailing government notifications and as revised from time to time.**
- 8.1.5 Only the technically qualified bidders shall be intimated for financial bid opening, with prior notice.
- 8.1.6 ICAT may ask demonstration of the system to evaluate claims submitted by the bidder in technical bid. Bidder shall demonstrate the system (direct demo, or a demo using web based system) within two weeks of time after sending the request for demonstration. Request sent through any communication media (Email, SMS, phone etc. on contact details submitted) will be considered as starting date for required demonstration.

## **8.2 Financial Bid Evaluation**

After evaluation of the technical bids, the financial bids of only those bidders will be opened who are technically qualified. All valid financial bids shall be evaluated to arrive the successful bidder.

## **8.3 Determination of the Successful Bidder**

- a) The Lowest financial bid of the technically qualified bids shall be deemed as the successful Bidder ("**Successful Bidder**").
- b) In case, the Financial Bid offered by such Bidders are equal, then the Successful Bidder shall be determined as follows :-
- i) The Technical Bid Evaluation scores of such Bidders shall be compared and the one with higher Technical Bid Evaluation score shall be declared as the successful Bidder.
- ii) In case, the scores for the Technical Bid offered by such Bidders are also equal, such Bidders shall be called by ICAT for negotiation on price and the Bidder offering lower price shall be declared as the successful Bidder.
- iii) In case, there is a deadlock even after negotiation on price, then the final decision taken by ICAT shall be binding on the Bidders.
- c) However, ICAT does not undertake to accept the lowest or indeed any bid, in all the above cases

## **9. ICAT's Right to accept or reject any or All Bidders**

ICAT reserves the right to accept or reject any bid, and to annul the tender process and reject all Bids, at any time prior to award of Contract without assigning any reasons for such acceptance/ rejection, or to divide the Contract between/amongst Bidders without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for ICAT's action. The Bidders shall not have any cause of action or claim against ICAT for rejection of their bids.

## **10. Notification of Award by Issuance of "Letter of Acceptance/Purchase Order"**

- 10.1 Prior to the expiry of the period of Bid validity prescribed, ICAT will issue to the Successful Bidder, the "Letter of Acceptance/Purchase Order" in duplicate. The Successful Bidder shall return one copy of the Letter of Acceptance to ICAT duly acknowledged and signed by the authorized signatory, within seven [7] days of receipt of the same by him.
- 10.2 The Letter of Acceptance shall constitute a part of the Contract.
- 10.3 After the confirmation to the successful bidder, ICAT will promptly notify all the unsuccessful Bidders and discharge/ return their Earnest Money Deposit as mentioned in para **2.3 of Annexure III**.
- 10.4 No correspondence will be entertained by ICAT from the unsuccessful Bidders.

**11. Issuance of "Notice to Proceed": Not Applicable for this Tender**

After the acceptance of the LoA/Purchase Order from the successful bidder, ICAT shall issue the 'Notice to Proceed', to the contractor authorizing him to take possession of the project site along with relevant technical inputs/GFC drawings etc. Wherever applicable.

**12. Performance Bank Guarantee and Advance Bank Guarantee: Not Applicable in this Tender**

**13. Inspection, Testing and Quality Control - Not Applicable for this Tender:**

**14. Process to be Confidential**

14.1 Except the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract should not be disclosed to Bidders or other persons not officially concerned with such process.

14.2 Any effort by a Bidder to influence ICAT or any of its functionaries in the process of examination, clarification, evaluation, and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the Bid.

14.3 As part of his Technical Bid, the Bidder should be required to furnish an undertaking for confidentiality.

**15. Payment Terms:**

- **ICAT, Manesar shall pay complete charges after completion of installation.** No advance will be made for any work.
- All payments shall be made subject to the deduction of TDS (Tax Deduction at Source) as per the Income-Tax Act and/or any other statutory provisions.

**16. Delivery/Completion Period:**

- The bidder must deliver, installation & configuration of Hard Drive, OS & SQL within 4 weeks from the date of award of the contract/purchase order.

**17. Liquidity Damages/Penalty for Late Delivery:**

If the Contractor has fails to perform the delivery, Installation & Configuration of Hard Drive, OS & SQL in 4 weeks, then penalty at the rate of **0.5% per week subject to maximum of 10% on the delayed value of project will be deducted.**

**18. Billing Instruction:**

All Bills and accompanying documents should be raised and submitted in original; as per the Payment Terms and should be accompanied by original copies of duly receipted/ certified Delivery Challan/ Work Progress or Completion Certificate, as applicable. No payment should be released against any duplicate bills, work progress report or Completion Certificate or delivery challan. All applicable taxes should be mentioned separately in the invoice.

**19. Deviation to Tender Clauses**

Bidders are advised to submit the tender strictly based on the terms and conditions and specification contained in the Tender Documents and not to stipulate any deviations. Conditional Bid are liable to be rejected.

**20. Scope of Work: As per Technical Requirement (As Per Annexure XV)**

20.1 The scope of Work should be as described under "Annexure XV".

20.2 The successful Bidder should perform, execute, and implement the Works strictly in accordance with details and instructions of ICAT as per terms and conditions of the Contract.

- 20.3 The Work should be carried out strictly in compliance with the requirements of the authorities concerned and deviation on any account will not be permitted.
- 20.4 Subcontracting of any type is not allowed. Any subcontracting if utmost important and is required by the successful Bidder for performance, execution and implementation of the Works should be with the prior consent of ICAT.
- 20.5 The successful Bidder should make his own arrangement to obtain all materials required for performing, executing, and implementing the Works.

## **21. Acceptance/Rejection of Tender**

- 21.1 ICAT does not bind itself to accept the lowest tender.
- 21.2 ICAT also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- 21.3 ICAT also reserves the absolute right to reject any or all the tenders at any time or solely based on the past unsatisfactory performance by the bidder(s) the opinion/ decision of ICAT regarding the same shall be final and conclusive.

## **22. Corrections:**

No corrections or overwriting will be entertained in schedule of rates by using correcting fluid. All corrections in the schedule of rate should be initialed.

## **23. Abnormal Rates:**

The tenderer is expected to quote the rate for each item after careful analysis of costs involved for the performance of the complete item considering technical specification and conditions of contract. This will avoid a loss of profit or gain in case of curtailment or change of specification for any item. If it is noticed that the unit rates quoted by the Tenderer for any items are usually high or unusually low, it will be sufficient cause for rejection of the tender unless ICAT is convinced about the reasonableness of the unit rate scrutiny of the analysis for such unit rate to be furnished by the tendered-on demand. Notwithstanding anything there in stated, the rates once accepted by the ICAT shall be final and shall not be subject to any change either on account of un-workability of unit rates or on any other ground whatsoever.

## **24. Firm Rates:**

The rates quoted by the bidder shall remain firm till completion of all works even during the extended period, if any, on any account what so ever. It may be noted that no deviation on this account will be acceptable and offer not containing firm price shall not be considered.

## **25. Language of Bid:**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and ICAT shall be in English, Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an authorized accurate translation of the relevant pages in English. For purpose of interpretation of the bid, the translation shall govern.

## **26. Costing of Bidding:**

The bidder shall bear all costs associated with the preparation and submission of the Bid and Authority will in no case be responsible for those cost, regardless of the conduct or outcome of the bidding process.

## **27. Fraudulent & Corrupt Practice**

- 27.1 Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and included collusive practice among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial on-competitive levels and to deprive the Authority of the benefits of free and open competition.

27.2 Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

#### **28. Lack of Information to Bidder:**

Bidder shall be deemed to have carefully examined all contract documents/this bid document to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the Contract. Also, the Bidder is required to make his own estimates regarding all cost associated with the Project, if required through site visits. The ICAT shall not entertain any disputes in this regard after the bids have been submitted. ICAT retains the right to ask for any missing information during the evaluation process.

#### **29. Clarification on Bidding Documents:**

Bidder can seek written clarification before the date of submission of tender, to the email address: [nitish@icat.in](mailto:nitish@icat.in), [shivangi.bundela@icat.in](mailto:shivangi.bundela@icat.in), [yikram.wadhwa@icat.in](mailto:yikram.wadhwa@icat.in), [anuraj.p@icat.in](mailto:anuraj.p@icat.in) & [Sonu.chopra@icat.in](mailto:Sonu.chopra@icat.in)  
The clarification shall be issued via e-mail to all the bidders by ICAT.

#### **30. Amendment of Bidding Documents:**

- 30.1 At any time prior to the deadline for submission of bids, ICAT for any reason, whether at its own initiative or in response to the clarification requested by prospective Bidders, may modify the bidding documents by amendment.
- 30.2 All prospective Bidders may be notified of the amendment and such modifications will be binding on them. All the amendments related to this Tender shall be shared to you via e-mail.
- 30.3 In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their bids, ICAT, as its own discretion, may extend the deadline for the submission of bids.

#### **31. Contractor Obligations:**

If after the award of the contract, the Bidder does not sign the Agreement or fails to furnish the Performance Bank Guarantee within the time limit prescribed by the ICAT, ICAT reserves the right to cancel the Contract and apply all remedies available to him under the terms and conditions of this contract.

#### **32. Conflict of Interest:**

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in **Annexure XII - Eligibility Declarations**. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- 32.1 directly or indirectly controls, is controlled by or is under common control with another Bidder;  
**or**
- 32.2 receives or have received any direct or indirect subsidy/ financial stake from another bidder; or has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; **or**
- 32.3 has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; **or**
- 32.4 participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this

- 32.5 does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; **or** would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.) of this Tender process; **or**
- 32.6 has a close business or family relationship with a staff of the ICAT who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

### **33. Purchase Preference Policies of the Government:**

Unless otherwise stipulated in Tender Document, the Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

- 33.1 Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
- 33.2 Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
- 33.3 Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/ or
- 33.4 Any other category of Bidders, as per any Government Policies, announced from time to time, if so, provided in the Tender Document.

**Special Conditions of Contract**

The table below provides Special Conditions of Contract for this Tender Document. The following clauses under this Special Conditions of Contract (SCC) complement the corresponding clauses in the Tender. Whenever there is a conflict, the provisions herein shall prevail over those in the tender.

Item	Data
Terms of Payment	<b>As per clause 15 Annexure III</b>
Payment Schedule	<b>As per clause 15 Annexure III</b>
Liquidity Damages/Penalty for Late Delivery	<b>As per clause 17 Annexure III</b> If the delivery, installation & configuration of Hard Drive, Os & SQL are not completed within the delivery schedule, i.e., 4 weeks, a penalty of 0.5% per week (or part thereof) will be applied, up to a maximum of 10% of the total order value for the entire contract period for the equipment(s) not delivered on time as per the schedule defined in the Tender Document.
Completion Period:	The bidder must deliver, installation & configuration of Hard Drive, OS & SQL within 4 weeks from the date of award of the contract/purchase order.
Warranty Period	One year from the date of installation& configuration
Performance Bank Guarantee and Advance Bank Guarantee	<b>Not Applicable</b>
Date of Expiry of the Performance guarantee	<b>Not Applicable</b>
Address For Recipient's Communications	The Purchase Department International Centre for Automotive Technology Plot No # 26, Sector-3, HSIIDC, IMT Manesar, Gurugram-122050
Method of Bid Evaluation	Segregated

## General Conditions of Contract

### 1. Definitions and interpretations

#### Definitions

In these General Conditions of Contract (“Conditions”) the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them:

“**Applicable Laws**” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any revisions, amendments or re-enactments including without limitation rules, regulations and notifications made there under and judgments, decrees, injunctions, writs, orders and notifications issued by any court of record or any appropriate authorities, as may be in force and effect during the subsistence of the Contract.

“**Confidential Information**” means the Contract and everything contained therein, all documentation, data, particulars of the Works and/or the Project Facility and/or the Project and technical or commercial information made by (or on behalf of) ICAT or obtained directly or indirectly from ICAT or their Representative by the Contractor or which is generated by the Contractor or any subcontractor or any information or data that the Contractor receives or has access to as a result of the Contract, other than information:

- (a) Which is generally available in the public domain other than by any unauthorized actions or fault of the Contractor; or
- (b) Which is in the possession of the Contractor with a right to disclose.

“**Contract**” means the Contract Agreement, these Conditions, Special Conditions of Contract, Technical Conditions of Contract, and the further documents (if any) which are listed in the Contract Agreement and initialed by ICAT and the Contractor and includes any amendment there to made in accordance with the provisions hereof.

“**Contractor**” includes (without limitation to) any person, company, firm, organization, consortium with whom ICAT has entered into a Contract for execution of the Works and the permitted legal successors in title to the Contractor, but not any assignee of the Contractor.

“**Contract Agreement**” means the agreement entered into or to be entered into by the Parties and forming part of the Contract.

“**Supplier’s Equipment**” means all or any apparatus, machinery, equipment, vehicles, materials, plant, tools and all other things required for the Execution of the Works and the remedying of any defects to be provided by the Contractor but Contractor's Equipment excludes Equipment.

“**Contract Price**” means the Contract Sum subject to such additions thereto or deductions there from as made in accordance with the Contract.

“**Contract Sum**” means the sum mutually agreed between ICAT and Contractor as the sum payable to the Contractor for the Execution of the Works in accordance with the provisions of the Contract.



**“Date of Completion of the Works”** means the date certified as such in the Completion Certificate in accordance with SSC, Annexure-IV.

**“Execution Period”** means the period beginning from the Commencement Date and ending on the Date of Completion of the Works.

**“Liquidated Damages”** means those damages provided in Special Conditions of Contract to be paid or allowed by the Contractor to ICAT as compensation pursuant as mentioned in SSC, Annexure-IV.

**“NAB”** means the National Automotive Board.

**“ICAT”** shall mean the International Centre for Automotive Technology.

**“ICAT Representative”** means the person, company or firm appointed by ICAT to act as its representative for the purposes of the Contract so appointed from time to time by ICAT.

**“Parties”** means ICAT and the Contractor and **“Party”** means any one of those Parties.

**“Payment Schedule”** means the payment schedule described as such and set out in Special Conditions of Contract.

**“Special Conditions of Contract”** means the document entitled Special Conditions of Contract as included in the Contract, and any additions and modifications to such document in accordance with the Contract. Such document specifies any special terms and conditions forming part of this Contract.

**“Tax”** means all forms of taxation, duties, fees, imposts and levies including (but without limitation) income tax including withholding tax, value added tax, sales tax, service tax, octroi, entry tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, excise duties, stamp duty, capital duty, social insurance, social welfare or other similar contributions and other amounts corresponding thereto and any interest, surcharge, penalty or fine in connection therewith which may be payable by the Contractor, its Subcontractors and any of their employees or ICAT (as the case may be and as set out hereunder), and the words **“Taxation”** and **“Taxes”** shall be construed accordingly.

**“Technical Conditions of Contract”** means the document entitled Technical Conditions of Contract, as included in the Contract, and any additions and modifications to such document in accordance with the Contract. Such document includes the design and /or other technical specifications for the Works.

**“Time for Completion”** means the time for Completion of the Works as stated in Special Conditions of Contract or such time as may be varied from time to time in accordance with the Contract, calculated from the Commencement Date.

**“Warranty”** means an assurance from the Contractor for uninterrupted performance of the Equipment after the acceptance of the Equipment, as per the performance parameters specified under the Contract and includes any alteration, repair or replacement of any defective or damaged part/ design or material used for the Equipment at the cost of the Contractor over the Warranty Period i.e. 1 Year for ensuring such uninterrupted performance.

**“Warranty Period”** means the period starting from the date of acceptance of the Equipment up to duration as stated in Special Conditions of Contract (Annexure-IV)

## **Confidentiality**

1) The Contractor shall disclose to ICAT any Confidential Information and other information as ICAT may reasonably require for verifying the Contractor's compliance with the Contract. Further, the Contractor shall not, without the previous written consent of ICAT, use, copy, publish, disclose or otherwise deal with, nor cause nor permit its Subcontractors or any persons for whom it is contractually or otherwise responsible for, to use, copy, publish, disclose or otherwise deal with any Confidential Information, otherwise than for the performance of its obligations under the Contract.

2) The Contractor shall not without the prior written permission of the ICAT Representative:

(i) disclose the Contract or any provision thereof or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of ICAT in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.

(ii) make use of any document or Confidential Information enumerated in the Contract, except for the purpose of the Contract; and

(iii) communicate or use in advertising, publicity, sales, releases or in any other medium, photographs or other reproduction of the Works under this Contract or description of the Project Site, dimensions, quantity, quality, or other information, concerning the Works.

Any document, other than the Contract and enumerated in the Contract shall remain the property of ICAT and shall be returned (in all copies) to ICAT on completion of the Contractor's performance under the Contract, if so required by the ICAT Representative.

The Contractor's Documents shall mean and include the following which shall be deemed to form a part of the Contract:

(i) Tender Document including letter forwarding the tender documents, instructions to bidders, these Conditions, and all other documents including the Special Conditions of Contract.

(ii) Specifications of the Equipment to be furnished under the Contract in the Technical Conditions of Contract.

(iii) Contractor's bid proposal and the documents attached thereto including the letters of clarifications thereto between the Contractor and ICAT prior to the award of the Contract except to the extent of repugnancy.

(iv) All the materials, literature, data, and information of any sort given by the Contractor along with its bid, subject to the approval of ICAT.

(v) Letter of award and any agreed variations of the conditions of the documents and special terms and conditions of the Contract, if any; and

(vi) Such additional documents within such times and in such numbers and format as ICAT Representative may reasonably require.

The Contractor shall prepare all Contractor's Documents and shall submit the Contractor's Documents to ICAT Representative as may be required/ directed by ICAT Representative and /or as called for in the Contract and in numbers and format required by the Contract and/ or by ICAT Representative.

## **Conflict of Documents**

In case of any inconsistency between any of the constituent documents of the Contract, the following shall be the supervening/ prevailing order of priority for such documents:

- Contract Agreement.
- The Special Conditions of the Contract.
- Technical Conditions of Contract.
- Other Contractor's Documents.
- General Conditions of Contract.

It is specifically clarified that in case of conflict between any timelines set out in these Conditions with those in the Special Conditions of Contract, those in the Special Conditions of Contract shall prevail and apply. In the event of any conflict between the above-mentioned documents, the decision of the ICAT Representative shall be final and binding upon the Parties.

## **PAYMENT**

### Payment Schedule

The Payment Schedule shall be as per the Special Conditions of Contract, Annexure- IV.

### Terms of Payment

The Terms of Payment shall be as provided in the Special Conditions of Contract, Annexure- IV.

### Currency of Payment

The Contract Price and all payments to be made to the Contractor in respect thereof shall be in Indian Rupees only.

### ICAT right to set off.

ICAT shall, notwithstanding any provision to the contrary included in the Contract, be entitled to deduct from and set off against any amount due to the Contractor under the Contract, any amount or amounts which the Contractor is liable to pay to ICAT under the Contract.

## **FORCE MAJEURE**

### Force Majeure - Obligations of the Parties

“Force Majeure” shall mean any event beyond the control of ICAT or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but no more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out the date, nature, extent, proof and the damage cause by the Force Majeure event.

### Arbitration Procedure

Save where expressly stated to the contrary in the Contract, any Dispute shall be finally settled by binding arbitration under the Arbitration and Conciliation Act 1996 Act and in accordance with the UNICTRAL rules (the “Arbitration Rules”) by three arbitrators appointed in accordance with the Arbitration Rules.

## **Place of Arbitration**

The place of arbitration shall be Gurugram.

## **English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

## **TERMINATION**

### **Termination**

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 therefore) 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.

### **Upon Termination**

Upon Termination for any reason whatsoever, the Contractor shall to the extent instructed by the ICAT's Representative:

(i) cease all further work as instructed by the ICAT's Representative in the Termination Notice and the Contractor shall carry out works for the sole purpose of securing, preserving and protecting that part of the Works already Executed and any work required to leave the Project Site and the Works in a clean and safe condition;

(ii) Remove all the Contractor's Equipment and temporary works;

(iii) Repatriate the Contractor's and Subcontractor's personnel from any part of the Project Site and the Works;

- (iv) Deliver to ICAT the Works Executed by the Contractor as at the Termination Date;
- (v) Ensure that it and those it is contractually or otherwise responsible for, vacate the Project Site;
- (vi) Promptly and in an orderly manner deliver to ICAT all documents relating to the Works which are for the time being under the control of the Contractor;

**No Partnership**

Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever. The Contract shall be construed to have been entered on a principal-to-principal basis.

## EVALUATION PARAMETERS

### 1.1 Procedure

1. Disqualification criteria shall be evaluated first.
2. The evaluation for eligibility shall be applicable after the bidders are qualified by applying disqualification criteria as mentioned under Clause no. 1.2 of Annexure VI.
3. The Technical evaluation of only qualified bidders shall be undertaken.

### 1.2 Disqualifying Criteria

1.2.1 Bids failing in complying/demonstrating any one the following shall be directly rejected:

1. Ability to fulfill the basic scope of the supply as per **Annexure I and XV**.
  2. Capability of the Bidder Company for undertaking the assignment, by
    - Demonstrating relevant experience as per tender.
    - Any breakdown or fault in the supplied equipment during the warranty period requiring immediate local assistance.
    - The bidder should be based in Delhi/NCR.
    - Having Average Annual Turnover over the last two financial years ending 31st March 2023 should be greater than INR 10 Lakhs.
    - Demonstrate that it would be meeting all the conditions of this tender.
    - Bidders to comply with:
      - Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23<sup>rd</sup> July 2020 <https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>)
      - Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time.  
(<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>)
      - Ministry of Electronics and Information Technology (MEITY) vide F. No. W-43/4/2019-IPHW-MeitY dated 7<sup>th</sup> September 2020 and as revised from time to time  
[https://www.meity.gov.in/writereaddata/files/electronic\\_products\\_notification\\_dated\\_07092020.pdf](https://www.meity.gov.in/writereaddata/files/electronic_products_notification_dated_07092020.pdf)
- 1.2.2 Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- 1.2.3 In addition to the above rejection criteria, if there is non-compliance of any of the clauses of this Tender Document, the Tenders are liable for rejection.
- 1.2.4 Additionally, ICAT could reject any Bid not fulfilling the essential parameters listed in the technical conditions of contract, should the supplier fail in justifying that the proposed solution is equivalent or better than the requested performance.

### 1.3 Evaluation Parameters

- 1.3.1 ICAT shall follow the **Segregated bid evaluation** system (No bearing of technical score in the financial bid evaluation and L-1 in the financial bid shall be deemed as successful bidder) to determine the successful bidder.
- 1.3.2 The bidder must meet the Eligibility requirements as per Annexure II, specified in this tender and the disqualification criteria mentioned at 1.2 of this section in order to qualify for the Technical Evaluation.
- 1.3.3 The minimum pass marks for Technical Evaluation shall be 80 points (80%) out of 100 points.
- 1.3.4 The Technical Bids shall be awarded points (Tn) based on the following evaluation criteria.

SI No.	Item	Detail Description	Parameter Weight
1	Legal Valid Entity	The bidder shall necessarily be a legal valid entity either in the form of Proprietary firm, Partnership Firm, Private Limited Company. A proof for supporting the legal validity of the bidder shall be submitted.	20
2.	Product Offered (Technical Requirement)	Technical specification offered against the requirements spelt out technical conditions of contract	40
3	Bidders Past Experience	Experience of supplying related any of two items related to bid. <ul style="list-style-type: none"><li>• 2 WO/PO Minimum - 10 Marks</li><li>• More than 2 WO/PO - 20 Marks</li></ul>	20
4	Bidder Financial Capability	Financial Capability (Avg. of last 2 Financial Year - FY 2021-22 & FY 2022-23) <ul style="list-style-type: none"><li>• 10 Lakhs Minimum - 10 Marks</li><li>• &gt; 10 Lakhs Up to 10 Lakhs - 15 Marks</li><li>• Above 20 Lakhs - 20 Marks</li></ul>	20

- 1.3.5 ICAT reserves the right to give preference to the local supplier/MSME/Start-up as per prevailing government notifications and as revised from time to time.
- 1.3.6 The valid Bids shall be evaluated in detail, with ICAT's sub-evaluation parameters, under each main evaluation parameters as given above, to arrive at the technical score Tn for each of the Bidder and the technically qualified bids shall be determined based on the minimum pass marks obtained. Only the technically qualified bids shall be entertained for financial bid evaluation.
- 1.3.7 The Evaluation process is performed in 2 steps. In the first step, the minimum requirements fulfillment for each one of the above chapters is evaluated, the negative deviations identified and analyzed, and a base mark is given to each supplier fulfilling the minimum requirements. The requirements corresponding to Essential Parameters not fulfilled by the supplier are deeply analyzed together with the explanation attached in Form d1) Proposed Deviations (mandatory in case of non-compliance with Minimum Requirements), and in case the Bidder's proposal fails in demonstrating those Essential Parameters or is equivalent to it, his offer could be rejected or the corresponding chapter evaluation could be severely penalized. In the second step, the positive deviations proposed by the suppliers with regards to the minimum requirements are evaluated and the final result is obtained.



- 1.3.8 For the evaluation of the Financial Bids, the eventual Bid prices shall be ascertained after considering all the terms and conditions associated with the Bid price specified in the Financial Bid document. ICAT reserves the right to include or exclude any component of the price quoted by the Bidder and / or load the bid price as per its discretion to work out the Bid Price for evaluation.
- 1.3.9 If there is an error in a total, corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected; and
- 1.3.10 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error.
- 1.3.11 The amount stated in the Financial Proposal Submission Forms will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the EMD shall be forfeited as per clause 2.5 of Annexure III of tender.
- 1.3.12 In addition the revised bid amount after arithmetic correction as arrived above for the bidder / bidders would be informed to all the technically qualified bidders within reasonable time.
- 1.3.13 If a discount is offered in a financial proposal, such discount will be applied on a prorate basis against each item of the financial form except the price part/s not considered for the " Total price for the package".
- 1.3.14 The bidder with lowest price bid shall be deemed as the successful bidder.
- 1.3.15 However ICAT does not undertake to accept the lowest or indeed any bid.

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

1	<b>Name of the Bidder</b>	
2	<b>Address of the Bidder</b>	
3	<b>Contact Details of the Bidder</b>	
	<b>Telephone No. With STD Code</b>	
	<b>Fax No.</b>	
	<b>Moble No.</b>	
	<b>E-mail ID</b>	
	<b>Website, if any</b>	
4	<b>Name of Proprietor/Partners/Directors of Firm/Agency</b>	
5	<b>Bidder Bank Details:</b>	
	<b>Name of Account Holder</b>	
	<b>Complete A/c No. (Current/Savings)</b>	
	<b>Name of Bank</b>	
	<b>Name of the Branch with Complete Address</b>	
	<b>IFS Code of the Branch</b>	
6	<b>9 Digit MICR Code of the Branch &amp; also attach cancelled cheque copy.</b>	
	<b>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)</b>	
7	<b>GST Registration Details</b>	
8	<b>Copies of Permanent Income Tax Number (PAN)/Income Tax Circle</b>	
9	<b>Copies of Income Tax Returns Filed for the Last Two Financial Years should be attached</b>	
10	<b>Annual Turnover for the Last Two Years (Audited A/c Statements</b>	

	<b>such as Profit &amp; Loss A/c, Balance Sheets, etc. for the last two financial years should be attached)</b>	
<b>11.</b>	<b>Declaration regarding Certificate of Local Content/Make in India as given in "Form D"</b>	
<b>12.</b>	<b>Declaration regarding blacklisting or otherwise by the government departments as given in "Annexure XIII"</b>	
<b>13.</b>	<b>Declaration regarding Conflict of Interest as given in "Annexure XII"</b>	
<b>14.</b>	<b>Any other information document: Please specify</b>	

*{Format for each of the Declarations & Undertaking to be type done on bidder's letter head separately and to be submitted in Part -I (TECHNICAL BID) of the tender document}*

**DECLARATION-1**

This is to certify that neither we/any of us/are/is in any way related to any employee in the International Centre for Automotive Technology (ICAT).

Dated :

Place :

(Signature of the bidder with seal/ rubber stamp)

**DECLARATION-2**

We hereby declare that we have not stipulated any extra conditional along with the Part-II (COMMERCIAL BID) of the tender and the terms and conditions in Part I and Part II of the tender shall prevail under all circumstances.

Dated :

Place :

(Signature of the bidder with seal/ rubber stamp)

**DECLARATION-3**

I/We having our office as mentioned below and declare that I/we have never been blacklisted by any State Government/ Central Government or any State/ Central PSU or EPF/ ESI/ GST/ Labour Department/ Company/ Institute/ Entity/ Agency etc.

Signature :

Name :

Designation :

Name of the Bidder :

Address of the Bidder :

Date :

Place :

## **DECLARATION-4**

(Declaration regarding Make in India)

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time, 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:

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

## **DECLARATION-5**

(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.]”

Authorized 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.

**UNDERTAKING**

This is to certify that we have carefully gone through the scope of work, job requirement, terms and conditions given in the tender documents & have clearly understood the terms & conditions of the tender and have accordingly quoted our balanced rates after going through all details. We hereby give an undertaking that we shall the material & services in accordance with your Tender No. \_\_\_\_\_, dated \_\_\_\_\_ as per the requirement during the period of contract.

Dated :

Place :

(Signature of the bidder with seal/ rubber stamp)

## DETAILS OF MAJOR CONTRACTS

Details of major contracts with Reputed Firms handled by the Bidder during the last two (2) financial years ending 31<sup>st</sup> March 2023 in the following format (attested copies of the PO's and completion certificates may be closed).

Sr. No	Details of client along with address, contact details (telephone, email, website, fax etc)	Amount of contract(Rs.)	Duration of contract	
			Order received date	Date of Installation
1.				
2.				
3.				

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

Signature of authorized person

Date:

Name:

Place:

Seal:

## Deviations Suggested

*[The Bidder must declare 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”]*

*[The Bidder shall use the following template in order to explain the deviations, and fill and include in the current document as many templates as deviations appear in his offer with regards to Requirements expressed in this tender. The Bidder shall be required to furnish a separate sheet as per the following template for each deviation suggested.]*

<b>Requirement ID</b>	
<b>Subject</b>	<b>Requirement appearing on the Tender Document</b>
<b>Proposed Specification</b>	
<i>[Explain in detail what alternative solution are you proposing]</i>	
<b>Reasons for the proposed solution to be superior than initial requirement</b>	
<i>[Give clear reasons why you think the proposed solution is better than the Requirement expressed in TCC and Checklist]</i>	



**Declaration In Respect of Conflict of Interest**

**Tender No. ICAT/T/IT/SIC of Hard Drive-OS-SQL/2023-24/201.**

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	<b>Names of all Directors/LLP Partners/ Partners / Proprietors of Bidder Firm with DIN (if any) and full address (as on the bid submission date)</b>		
	Full Name	DIN	Full Residential Address

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

Full Name of Legal Representative / Agent	
Whether employee of Bidder-Firm or not? (Yes/No)	
Designation	
Office Address	
Office Land-Line Nos.	
Mobile No.	
Email ID	
Whether acting as Legal Representative / Agent in any other Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm? If yes, give names.	

**WE HEREBY DECLARE AND CONFIRM THAT** no bid has been submitted for the quoted item by any other Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm in which any relative of any Director or Partner or Proprietor of Bidder Firm is a Director, Partner or Proprietor. The word “relative” is defined as under:  
*The Companies Act, 2013 Sec 2(77) “relative”, with reference to any person, means anyone who is related to another, if—*

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

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

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

- a) *they have proprietor/ partner(s)/ Director(s) in common; or*
- b) *they receive or have received any direct or indirect subsidy/ financial stake from any of them; or*
- c) *they have the same legal representative/ agent for purposes of this bid; or*
- d) *they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or*
- e) *bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved.*

*However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.*

- f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot 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

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

**Undertaking Regarding Blacklisting/Non-Debrment**

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

**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,  
Gurgaon - 122 050.

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

We hereby enclose Demand Draft No. \_\_\_\_\_, dated \_\_\_\_\_, for  
Indian Rupees \_\_\_\_\_ Only (to be filled in figures and words both),  
drawn on \_\_\_\_\_, in favor 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 Authorized Representative**

[Note : The Demand Draft to be attached with this Form]

**Technical Specification**

The system/service supplied must be self-reliant & should work standalone. The bidder shall demonstrate this compatibility fully at the time of delivery.

Detailed specifications of the equipment for which the bid is being submitted shall meet or be better than the following specifications.

**Scope of Work:**

S.no	Item	Specification	Compliance Yes /No	Remarks
1	Microsoft OS License	Windows server 2022 standard – 16 core license pac		
2	Software	Microsoft SQL server 2022 standard edition		
3	Hard Disk	1.92TB 2.5-inch 12GB/s SAS SSD with hot swappable caddy compatible or to be installed in Lenovo 3550 M5 server. warranty required: - 1year		
4	IT Work Installation Charges	Complete installation and configuration of supplied material with RAID configuration, database configuration		

**FORM OF FINANCIAL BID**

- (I) **Financial Proposal Submission Form**  
(To be Executed on Letterhead of the Bidder)

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: The Director  
ICAT, Plot- 26, Sector- 3,  
IMT, Manesar, Gurgaon - 122050

Dear Sir,

We, the undersigned, offer to provide the material & services in accordance with your Tender No. \_\_\_\_\_, dated \_\_\_\_\_ and our Technical Bid. Our attached Financial Bid includes the price in the format for financial bid provide as part of tender documents.

The total price of our offer as per Annexure XVII in INR is \_\_\_\_\_

**(in figures and words) on FOR Manesar basis and includes all the deliverables i.e. all taxes & duties, loading/unloading & freight charges etc under this tender as per our Bid. The final price bid offered is subject to deduction of all statutory taxes i.e. TDS, WCT, Service Tax etc as applicable.**

We hereby declare that all the information and statements made in this Bid is true and complete in all respects and is as per the guidelines and terms & conditions laid down in the tender document. We further understand that any information which is found false or is not as per the guidelines and terms & conditions of the tender document may lead to our disqualification.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid.

We understand ICAT has right to accept or reject our Bid as per its discretion.

Yours sincerely,

Authorized Signature [In full]:

Authorized Signature [In initials]:

Name and Title of Signatory:

Name of Firm:

Address:

[Note: To be signed in blue ink]

**Financial Bid**

**Financial Bid for “Proposal Invited for Supply installation and configuration  
Hard Drive, OS & SQL at ICAT (Centre-1), Manesar”  
Tender Document No. ICAT/T/IT/SIC of Hard Drive-OS-  
SQL/2023-24/201**

S.no	Item	Specification	Quantity	Amount
1	Microsoft OS License	Windows Server 2022 Standard – 16 core license pac	01 Nos	
2	Software	Microsoft SQL server 2022 standard edition	01 Nos	
3	Hard Disk	1.92TB 2.5 inch 12GB/s SAS SSD with hot swappable caddy compatible or to be installed in Lenovo 3550 M5 server. Warranty required: - 1 year	04 Nos	
4	IT Work Installation Charges	Complete installation and configuration of supplied material with RAID configuration, database configuration	01 LS	
<b>Total</b>				
<b>GST%</b>				
<b>Total amount including GST</b>				

**Important Note:**

- Bidders are recommended to visit the site physically to access all the system & their details before bidding.**