

#### **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.	Scope of Work	Cyber Security Training and Certification (As Per Scope of Work Given in Annexure A)			
2.	Training Location	ICAT Centre – 1, Plot no 26, Sector 3, HSDIIC, IMT Manesar Gurugram- 122050. Haryana (India)			
3.	Training Mode	Offline/Online/Virtual Mode			
4.	Training Schedule	<ol> <li>Will be decided mutually between both the parties.</li> <li>Not exceeding 30 days from the award of contract</li> </ol>			
5.	Duration of Training	Duration of the training is six (6) on-line sessions, with each session approximately three (3) hours of duration, for a total eighteen (18) hours of training			
6.	Earnest Money Deposit	INR 29,000/- (Rupees Twenty-Nine Thousand Only) in form of DD/NEFT/Bank Guarantee/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. & 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. (The certificate should be valid for at least 6 months from the date of submission of bids).			
7.	The Last Date of receipt of queries if any,	Up to 1700 Hrs. on 28 <sup>th</sup> March' 2024 at ICAT Office (via e-mail or hard copy) Mail ID: <u>prashant.v@icat.in</u> & <u>vikas.sharma@icat.in</u>			
8.	Date for clarification meeting	<ul> <li>1500 Hrs. on 2<sup>nd</sup> April' 2024 at ICAT, Manesar, Gurugram, India.</li> <li>Venue: Fatigue Meeting Room, ICAT Centre – 1, Manesar (Haryana)</li> <li>Contact Person: Mr. Prashant Vishe – FTL</li> <li>Mail ID: prashant.v@icat.in</li> <li>Contact No. +91 8003398233</li> </ul>			
9.	Last date/Time for submission of Sealed Bids	Up to 1700 Hrs. on 9 <sup>th</sup> April' 2024 at ICAT Centre – 1, Manesar, Gurugram, India. To, The Purchase Department International Centre For Automotive Technology Plot No. 26, Sector – 3, Near HSIIDC Office, IMT Manesar, Gurugram 122051 (Haryana) Contact No. +91 9971150821			
10.	Date/Time of opening of technical bids	<b>Up to 1400 Hrs. on 10<sup>th</sup> April' 2024</b> at ICAT Centre – 1, Manesar, Gurugram, India.			
	to comply with:				
1. Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23 <sup>rd</sup> July 2020and as revised from time to time					
	https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf)				
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.					
(https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%2 0June%202020.pdf)					
ICAT reserves the right to reject/modify/cancel the tender without assigning any					

ICAT reserves the right to reject/modify/cancel the tender without assigning any reason thereof.



ICAT E	Bank Details	for	NEFT	(incase	any	bidder	deposits	the	EMD	of	INR
29,000	29,000/- through NEFT)										
HDFC E	Bank Details	(Savi	ng A/c	for tran	sacti	ons in Il	NR Only);	-			
Be	neficiary Na	ne	Intern	ational	Cer	tre fo	or Auto	motiv	7e		
	U U		Techn	ology							
Ba	nk Name		HDFC Bank Ltd.								
Bra	anch		Plot-K	, Sector-	2, Ma	nesar-1	22051 Ha	ryana	ı		
Ac	count No.		05891450000118								
Ac	count Type		Saving	5							
RT	GS IFSC Cod	le	HDFC	0000589							
Sw	vift Code		HDFC	NBB							
MI	CR Code		11024	0079							



#### **Instruction to Bidders**

Bidders are required to submit their bids in two parts in a sealed envelope, super scribed "Bid for Tender No. ICAT/T/HR/ACS/2023-24/189", 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.

Part1: Technical Proposal for "Tender No. ICAT/T/HR/ACS/2023-24/189" (Complete Stamped and Signed Copy of Tender Document and Supporting Documents of Minimum Eligibility Criteria).

Part2: Financial Proposal for "Tender No. ICAT/T/HR/ACS/2023-24/189" (Form F & G) Bid to be submitted in a sealed envelope latest by on Up to 1700 Hrs. on 9<sup>th</sup> April' 2024.

To,

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

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

2.1 INR 29,000/- (Rupees Twenty-Nine Thousand Only) amount in form of DD/NEFT/Bank Guarantee (format as per Form a 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. (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 will be construed as non-compliant bid and should be rejected.
- 2.3 The Earnest Money Deposit of all unsuccessful Bidders will be returned without any interest after award of the Contract by ICAT to the successful Bidder.

The Earnest Money Deposit of successful Bidder will be returned after receipt of PBG from the successful bidder.

- 2.5 EMD should be forfeited in favour of ICAT in case the Bidder: -
  - 2.5.1 without the written consent of ICAT, has withdrawn 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 Fails to provide/furnish the Performance Bank Guarantee within stipulated period mentioned in the Letter of Acceptance.
  - 2.5.4 Does not reply to any queries that may be raised after opening of technical/financial bids.
  - 2.5.5 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".
- 2.6 In the case of the extension of the Bid validity period in the manner stated in Clause 7 (Annexure D), the validity of the Earnest Money Deposit should be extended for a further period of 60 (sixty) days.



Tender Reference No. ICAT/T/HR/ACS/2023-24/189 Dated: 19th March' 2024

Automotive Cyber Security Training and Certification Tender Document

#### Annexure – A

#### Scope of Work - Training and Certification on Automotive Cyber Security

The Director, International Centre for Automotive Technology (ICAT), a division of National Automotive Board (NAB), Govt. of India, hereby invites proposal from reputed agencies for "Training and Certification on Automotive Cyber Security".

#### Scope of Work:

Aims to help ICAT understand the security requirements and regulations pertaining to automotive cybersecurity. To do that shortlisted agency will provide Certified training (split into 6 sessions) covering the following topics:

- UNECE WP 29 R155 and R156 Cybersecurity Regulations.
- ISO/SAE 21434 Cybersecurity Engineering Standard.
- Other related standards (ISO 24089, ISO PAS 5112).
- Overview of threat analysis and risk assessment (TARA) process.
- Overview of Risk Management Process

## The next section details the automotive cybersecurity training that shortlisted agency will provide to ICAT.

#### The goal of the training is to provide participants with information supporting them to

- 1. Recognize and identify cybersecurity aspects, typical hazards and threats.
- 2. Analyze and evaluate cybersecurity aspects and threats using targeted methods.
- **3.** Identify security goals for the company and integrate them into existing processes.

#### The training should be drafted as below

- Introduction and background to Cybersecurity in Automotive
- Basic knowledge of cybersecurity (ISO 21434, R155 and R156)
- Security and safety standards and legal aspects
   Cybersecurity Management System
- Project-related Cybersecurity Management System
- Distributed Cybersecurity Activities
- Concept
- Concept Verification



#### **Product Development**

- Cyber Security Risk Analysis , Test and Audits
- Requirements
- Requirements Veri cation
- Architecture
- Architecture/Design Verification
- Implementation
   Integration verification
- Security tests
- Cybersecurity Validation
- Production
- Commissioning and Maintenance
- Decommissioning
- Cyber Security Incident Response

Upon completion of certified training the agency would ensure that the training & certification provided would enable and authorize the trainees to act as Auditors in the area of automotive cyber security.

- Training Mode: Offline/Online/Virtual Mode
- Number of Participants: 6 Nos.



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

Earnest Money Deposit (EMD) Clause: INR. 29,000/- (Rupees Twenty-Nine Thousand Only) in form of DD/Bank Guarantee/ Banker's Cheque/NEFT/RTGS in favour of "International Centre for Automotive Technology", payable at Manesar/ Gurugram valid for at least six months from any branch of Delhi/NCR of Indian scheduled Bank. 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/MSE 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) **Note:** MSME/Start-up Policy is meant for procurement of only goods produced and services rendered by MSEs. However, traders/distributors/sole agent/works contract are excluded from the purview of Public Procurement Policy for MSEs Order, 2012.

# ICAT Bank Details for NEFT/RTGS (incase any bidder deposits the EMD of INR 29,000/- through NEFT/RTGS)

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

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

• Cheque/Money Order/Cash shall not be accepted as EMD.

• Bid will be rejected, if EMD is found to be of lesser amount or EMD is note submitted in the manner prescribed.



- Bid which is not accompanied by such Earnest Money Deposit will be construed as non-compliant bid and should be rejected.
- The Earnest Money Deposit (EMD) of the unsuccessful bidder will be returned to them within 30 days after finalization and award of the tender without any interest. The Earnest Money Deposit of the successful Bidder will be returned upon the successful Bidder furnishing the Performance Bank Guarantee.

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

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



Tender Reference No. ICAT/T/HR/ACS/2023-24/189 Dated: 19th March' 2024

Automotive Cyber Security Training and Certification Tender Document

### Annexure C Eligibility & Technical Evaluation Criteria

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

#### Minimum Eligibility Criteria of the Bidders:

- 1. Legal Valid Entity: The bidder shall necessarily be a legal valid entity in the form of Proprietary Firm, Partnership Firm, Private Limited Company/ agency (enclose a copy of registration / incorporation certificate with technical bid).
- 2. Bidders should be India Based.
- 3. The Bidder's should have an average annual turnover of **INR 25 Lakhs** in last three consecutive financial years (**FY 2020-21, 2021-22 & 2022-23**)
- 4. Bidders should not have been blacklisted by any Departments/Ministries of the Govt. of India or of any State Government, PSU or Any Reputed Private Organization/Institution in India. A declaration has to be submitted to this effect with the Tender Document.
- 5. The bidder must have prior experience record for conducting Training Program, Global Exam on Cyber Security and Providing Global Certificates.
- 6. The bidder should have executed at least 2 Orders of similar nature of jobs, particularly on Cyber Security in any Central Govt./State Govt./PSUs/Autonomous Bodies & Reputed Private Firms or OEMs in India within last 3 Years.
- 7. The bidder should have office situated/located within the Delhi & NCR

#### **Bidders to Comply with:**

- 8. Rule 144 (xi) of GFR 2017 regarding restriction on procurement from a bidder of a country which shares land border with India will be liable to rejection (refer Office Memorandum of Department of Expenditure dated 23rd July 2020 and as revised from time to time https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf)
- 9. Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time regarding bidders eligibility and preference to make in India



(https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June %202020.pdf).

10.Besides the terms and conditions stated in this document, the contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2000 and subsequent amendments, and any other guideline issued by Government of India from time to time.

#### Note:

- 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.
- MSE Public Procurement Policy is meant for procurement of only goods produced and services rendered by MSEs. However, traders/distributors/sole agent/Works contract are excluded from purview of Public Procurement Policy for MSEs Order, 2012.
- It is clarified that relaxation of Prior Turnover and Prior Experience with respect to Micro and Small Enterprises, is subject to meeting of quality and technical specification given in the bid document.

#### **Bid Rejection Criteria:**

- Bids without EMD would be rejected.
- Bidders not having an average turnover of INR 25 Lakhs in the last three consecutive financial years. Bidders required to submit CA Audited balance sheet, or any other relevant certificate certified by CA indicating the turnover for the last 3 consecutive financial years (FY 2020-21, 2021-22 & 2022-23)
- Not submitting copy of GST & PAN registration certificate.
- Any deviation requested on tender conditions.
- Not having minimum qualification criteria mentioned in **"Minimum Eligibility** Criteria."

#### **Bid Evaluation**

- Bidder shall comply the Minimum Eligibility Criteria mentioned in **"Annexure C"**
- Bidders only qualified in the Minimum Eligibility Criteria are eligible for Technical Bid Evaluation.



#### **Technical Bid Evaluation Parameters**

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

Item	Detail Description	Parameter Weight			
Technical Capability	Compliance to Scope of Work as Specified in the <b>"Annexure A"</b> of the Bid Document	40			
Bidder's Past Experience	Experience of Similar Nature of Work Executed 2 Order (Minimum) – 15 marks > 2 up to 5 Orders – 17 marks More than 5 Orders - 20 marks	20			
	Experience (No. of years) 3 years (min.) – 15 marks > 3 up to 5 years– 17 marks More than 5 years- 20 marks	20			
Financial Capability	Financial Capability (Avg. of last 3 years - FY 2020-21, 21-22 & 22-23) 25 Lakhs (Minimum) - 15 marks >25 Lakhs up to 50 Lakhs - 17 marks >50 Lakhs - 20 marks	20			
	Grand Total	100			
Qualified (Yes/No)					

#### 'Similar Nature' is defined as: -

Training and Certification on Automotive Cyber security services for any Departments/Ministries of the Govt. of India or of any State Government, PSU or Any Reputed Private Organization in India.

#### In Case of any technical query, you are feel free to contact:

Contact Person: Mr. Prashant Vishe – FTL Department Contact No. : +91-8003398233 (Mobile) Email ID: <u>prashant.v@icat.in</u>



#### Annexure – D General Terms & Conditions

- 1. **Scope of Work:** Conducting Training and Certification on Automotive Cyber Security (As per scope of work defined in Annexure A) at ICAT Centre 1, Manesar (Haryana).
- 2. **Training and Examination Mode:** Offline/Online/Virtual Mode.
- 3. Liquidity Damages (LD Clause): The material should be delivered strictly as per the time limits specified in the GeM purchase order, if L1 bidder fail to complete the delivery within the stipulated time will make L1 bidder will be liable to pay an unconditional penalty of ½% (Half Percent) total order value per week delay subjected to a maximum of 10% (Ten Percent) of the total order value.
- 4. Payment Terms: 100% after successful completion of training and issuance of Certificate.
- Billing Address: International Centre For Automotive Technology, Plot No. 26, Sector 3, Near HSIIDC, IMT Manesar, Gurugram 122051, GST No. 06AABAN9435G2ZI.
- 6. Sub-contract is not allowed.
- 7. **Offer Validity:** Offers should be valid for minimum One Hundred Eighty (180) Days from the date of opening the Technical Bid. A bid, valid for a shorter period, is liable to be rejected. ICAT, Manesar may ask the bidders to extend the period of validity, if required.
- 8. ICAT reserves the right to modify and amend any of the condition/criterion depending upon project priorities and need.
- 9. **Price:** The prices are to be quoted **in INR in figures only**. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- 10. **Training Site:** ICAT Centre 1, Manesar (Haryana)
- 11. **Unsatisfactory Performance:** The bidder herein agree that ICAT shall have sole and discretionary right to assess the performance(s) of the Bidder Component(s), either primary and or final, and ICAT, without any liability whatsoever, wither direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not to the acceptance of ICAT. The



Bidder covenants to be bound by the decision of ICAT without any demur in such an eventuality.

- 12.Please ensure that Tender document must be signed and stamped on all pages as a token of acceptance of all the terms and conditions.
- 13. **Termination of Contract**: If the performance of the vendor is not satisfactory in timely delivery of item or quality of product delivered then the same will be informed in writing by ICAT as warning letter and if in spite of issue of warning letter the items are not delivered or quality of delivered product is not satisfactory as per expectation of ICAT within a fortnight then second warning letter will be issued.

If after issue of second warning letter also performance doesn't satisfy ICAT expectation, then ICAT reserves the right to terminate the work order by giving onemonth notice in writing without assigning any further reason whatsoever.

After the contract comes null and void the amount deemed payable to the vendor (if any) will sine die without any further payment. No further claim from the vendor will be entertained. After the contract comes to an end the vendor will withdraw their service/equipment from ICAT premises within a month.

Decision of competent authority of ICAT regarding determining the performance will be final.

- 14.**Confidential Information:** ICAT and Selected Bidder shall keep confidential and not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of contract.
- 15.**Any Dispute/Difference arising out or relating to this tender:** Matter regarding any dispute shall be refereed for arbitration to any office appointed by the Director of ICAT, whose decision shall be binding and final. Even after arbitration if any questions, disputes and/or difference arises under and out of, or in connection with the work, if concluded, shall be referred to the High Court of Chandigarh or any other court in the District of Gurugram (Haryana).
- 16.The tender document is not an offer and is issued with no commitment. ICAT reserves the right to withdraw this notice inviting tender or vary any part thereof at any stage. ICAT further reserves the right to disqualify any bidder, should it be so necessary at



any stage. ICAT reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof and shall not be bound to accept the lowest tender.

- 17. Law of the Republic of India are applicable to this tender.
- 18.**Qualification Criteria:** The bidder whose bid meets the technical specification and evaluation criteria given above would only be considered (As per conditions mentioned in Evaluation Criteria).
- 19. **System of Award of Contract:** The bidder who satisfies the qualification criteria and offering lowest (L1) would be selected.
- 20. **Force Majeure**: Force Majeure is herein defined as any cause, which is beyond control of the selected Bidder or the ICAT as the case may be which they could not foresee or this a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics; Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes; Terrorist attacks, public unrest in work are Restriction, Freight Embargo; provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the ICAT shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.

- 21.**MSME Exemption Applicability**: If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 22. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products.



The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than INR 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

23.Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total Quantity.



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

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



	Annual Turnover for the Last Three	
	Years (Audited A/c Statements	
10	such as Profit & Loss A/c, Balance	
	Sheets, etc for the last three	
	financial years should be attached)	
	Original Copy of Authorisation	
	From Manufacturer (OEM) Against	
11	this Tender Valid Throughout the	
11	Contract Period, in case the firm is	
	not a manufacturer of the item (As	
	per format given in Form "G").	
	Proof of experience in Providing	
	Training and Certification on	
	Automotive Cyber Security as per	
	ISO21434 and UN R155/R156	
	State/Government	
	Departments/PSUs/Autonomous	
	Bodies/Reputed Private Institutions	
12	Or OEM's (2 copies of Purchase	
	Orders received from Central/State	
	Departments/Ministries of the	
	Government of	
	India/PSUs/Autonomous	
	Bodies/Reputed Private Institutions	
	Or OEM's during the last three	
	years should be enclosed).	
	Declaration regarding blacklisting	
13	or otherwise by the government	
	departments as given in "Form B"	
14	Any other information document:	
17	Please specify	



Tender Reference No. ICAT/T/HR/ACS/2023-24/189 Dated: 19th March' 2024

Automotive Cyber Security Training and Certification Tender Document

#### Form "B"

(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:



#### Form "C"

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

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

\* 1. Declaration regarding Make in India

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

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

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

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

Authorised Signatory

<sup>\*</sup> 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.



#### Form "D" Earnest Money Deposit [To be executed on the Letter Head of the Bidder]

Date:			
Date.			

International Centre for Automotive Technology Plot – 26, Sector – 3, IMT, Manesar, Gurgaon – 122 050.

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

We hereby enclose Demand Draft No/NEFT/RTGS UTR No.	, dated
, for Indian Rupees	Only (to be filled
in figures and words both), drawn on	, in favour of "International

Centre for Automotive Technology", payable at Manesar, India.

#### OR

#### Name of Bidder

#### Signature of Authorised Representative

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



#### Form "E"

#### **Declaration In Respect of Conflict of Interest**

#### Tender No. ICAT/T/HR/ACS/2023-24/189

#### Tender Detail: Training and Certification on Automotive Cyber Security

Sr. No.			Partic	culars
1	Name of Firm			
	Office Address			
	Phone No.			
2 Fax No.				
	Email ID			
	Works Address as per			
	Vendor			
3	Registration Phone No.			
5	Fax No.			
	Email ID			
		Private	Limited (	Company / Public Limited Company /
4	Type of Firm	Limited	1 Liability I	Partnership (LLP) / Partnership Firm /
		Proprie	etor Firm	
		(Tick w	hichever is	applicable)
5	CIN / LLPIN of			
	Firm			
6	GST No. of Firm			
	Names of all Directe	ors/LLP	Partners/	Partners / Proprietors of Bidder Firm
			with DIN (	if any) and
	full	address	s (as on the	e bid submission date)
	Full Name		DIN	Full Residential Address
7				



-						
,						

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	
Offlice 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



Tender Reference No. ICAT/T/HR/ACS/2023-24/189 Dated: 19th March' 2024

Automotive Cyber Security Training and Certification Tender Document

## **Form "F" 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 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 A in INR is \_

## (in figures and words). The final price bid offered is subject to the 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]



#### Form "G"

#### Financial Bid for Training and Certification on Automotive Cyber Security

SI No.	Configuration summary	Quantity	Unit Rate (INR)	Total Value (INR)	
1	Certified Automotive Cyber Security Training Charges	6 Person			
2	CCSP Exam Charges	6 Person			
Total Value (INR)					
		%			
	Grand Total Incl				