



International Centre for Automotive Technology

**Tender for “Supply & Support of Microsoft 365
Licenses at ICAT Manesar” Haryana**

TENDER NO. ICAT/T/IT/Office 365/2024-25/157

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

Phone: +91-124-4586-111, FAX: +91-124-2290005, Email: purchase@icat.in, Website www.icat.in

The Director, International Centre for Automotive Technology (ICAT), a division of National Automotive Board (NAB), Govt. of India, hereby invites tenders through CPPP in **two bid system** from the Bidders in the prescribed proforma for performing, executing, and implementing the Works on the terms and conditions contained in this Tender Document and in the Contract. The brief description of Works and the timelines for tenders are summarized in the table below:

General Tender Details

Scope of Work/Services	“Supply & Support of Microsoft 365 Licenses at ICAT Manesar” Haryana
EMD Amount	<p>INR 1,77,283/- (Rupees One Lac Seventy Seven Thousand Two Hundred Eighty Three only) in form of DD/NEFT/Bank Guarantee (format as per Form F of this ATC)/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).</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. <i>(The certificate should be valid for at least 6 months from the date of submission of bids).</i></p> <p>Note: Traders/Distributors/Sole agents/Work contracts are not eligible for benefits under MSME category.</p> <p>In place of a Bid security, Bidders can submit Bid securing declaration as per Form H accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 1 year from the date of opening of this bid from being eligible to submit Bids for contracts with the ICAT that invited the Bid.</p>
Delivery/Service Site	<p>Centre 1: Plot No. - 26, Sector-3, HSIIDC, IMT Manesar, Gurgaon-122050, Haryana, India</p> <p>Centre 2: Plot No. - 1, Sector-M11, HSIIDC, IMT Manesar, Gurgaon-122051, Haryana, India</p>

Billing Address	International Centre for Automotive Technology (Centre - 1), Plot No. 26, Sector - 3, HSIIDC, IMT Manesar, Gurgaon 122050 GST No. 06AABAN9435G2ZI
<u>ICAT Bank Details for NEFT (incase any bidder deposits the EMD of Rs. 1,77,283/- through NEFT)</u>	
<u>HDFC Bank Details (Saving A/c for transactions in INR Only):-</u>	
Beneficiary Name	International Centre for Automotive Technology
Bank Name	HDFC Bank Ltd.
Branch	Plot-K, Sector-2, Manesar-122050 Haryana
Account No.	05891450000118
Account Type	Saving
RTGS IFSC Code	HDFC0000589
Swift Code	HDFCINBB
MICR Code	110240079
Note : Please send the NEFT details (if applicable) to prem.purang@icat.in before submission of the bids.	

VENDOR INFORMATION FORM

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

Information for Bidders

1. Bidders are invited to submit their e-bids through CPP Portal under 2 bid system along with necessary supporting documents
- 1.1 **TECHNICAL BID shall contain the following**
 - a) Earnest Money Deposit
 - b) Tender Document duly signed and stamped (including all Annexures & Forms duly filled with signed and stamped)
 - c) Supporting Documents as per requirements
- 1.2 **FINANCIAL BID**
 - a) The Bidders shall quote for the entire Works such that the total contract value covers all its risks, obligations and liabilities set out in or to be reasonably inferred from this Tender Document including but not limited to matters in respect of the delivery up to site, freight costs, defects remediation and related works.
 - b) The bidder must mention the GST % to be applied as on date.
 - c) No deviation is allowed in tender however bidder must attach declaration on their letter head with technical bid regarding any deviation w.r.t. terms & conditions laid down in the tender (if any).
 - d) The prices shall be quoted F.O.R - Manesar (Gurugram) in Indian Rupees. The amounts shall be quoted in figures and words and in case of inconsistency, the words shall prevail. 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.
 - e) The bidder must fill each element of the financial bid in excel sheet (BOQ) provided in the tender. The bidder must ensure to mention GST % in order to arrive the total amount (inclusive of GST).
2. The bidders should be from Delhi / NCR only (Office registration & service center proof required).
3. The person signing the tender documents should be authorized to submit the tender and have full knowledge of product participation.
4. Please go through the tender document carefully to understand the documents required to be submitted as part of the bid.
5. While all efforts have been made to avoid errors in the drafting of the Tender Document, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the Tender Document shall be entertained.
6. Any Bid not complying with the terms and conditions as set out in this Tender Document and/or not signed by authorized person may be rejected at the discretion of ICAT.
7. The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of preparation and submission of the Bid and for entering into a Contract, must examine the tender document, must inspect the site of the Works, acquaint himself with all local conditions, means of access to the sites, nature of the Works and all matters pertaining thereto.

8. The bidder shall fill the 'vendor information form' issued with this Bidding document and submit the same along with bidding documents and ICAT would use these details to communicate with the bidder in case of issuance addenda etc.
9. A Bid which is not accompanied by Earnest Money Deposit will be construed as non-compliant bid and shall be rejected.
10. The Earnest Money Deposit of all the Bidders will be returned without any interest after award of the Contract to the successful Bidder.
11. EMD shall be forfeited in favor of ICAT in case the Bidder:
 - 11.1 Without the written consent of ICAT, has withdrawn its Bid during the validity period of the Bids and any extensions thereto.
 - 11.2 After opening of the financial bid, alters the quoted rates/conditions in the Bid;
 - 11.3 Does not reply to any queries that may be raised after opening of technical/financial bids.
 - 11.4 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"
 - 11.5 In case of the extension of the Bid validity period in the manner stated in the tender, the validity of the Earnest Money Deposit shall be extended for a further period of 60 (sixty) days
12. This Invitation for Bids is open to all Original Manufacturers/ their Authorized Dealers/ vendors / suppliers to quote on their behalf for this tender as per Manufacturer's Authorization Form who possess the qualifying requirements as specified in the Tender. Any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself, his firm. If it is detected that the person so signing the Tender has no authority to do so, then ICAT management may, without prejudice to other civil and criminal remedies, not consider the Tender and hold the signatory liable for all costs and damages.
13. That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the contract period and provide necessary maintenance services after end of warranty period if required. Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc. The Bidder should be a manufacturer, or their dealer specifically authorized by the manufacturer to quote on their behalf of this tender as per manufacturer authorization form, who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". Such equipment must be of the most recent series/models incorporating the latest improvements in design.

General Conditions of RFP

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

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

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

- 4. Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the ICAT or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to

do any act in relation to the obtaining or execution of the present Contract or any other Contract with the ICAT Manesar. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the ICAT or to any other person in a position to influence any officer/employee of the ICAT for showing any favor in relation to this or any other contract, shall render the Seller to such liability/ penalty as the ICAT may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the ICAT.

- 5. Non-disclosure of Contract documents:** Except with the written consent of the ICAT/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 6. Liquidated Damages:** In the event of the Contractor's failure to comply to the obligations under this PO, ICAT may, at its discretion, withhold any payment until the completion of the contract. ICAT may also deduct from the Contractor as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered services mentioned in PO for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.
- 7. Termination of Contract:** Subject to the other provisions of the Contract, ICAT shall have the right to serve a notice of termination of the Contract on the Contractor and forthwith terminate the Contract without prejudice to any of its other rights and remedies against the Contractor and without being liable to pay any loss or compensation if:
 - (i) if any distress or execution is levied upon any of the assets of the Contractor.
 - (ii) at any time during the currency of the Contract there is a change in the effective control of the Contractor as at the date of the Contract.
 - (iii) the Contractor fails to complete, test and commission the Contractor's Works/ Project Facility within the Time for Completion or commits any other violation/breach of the terms and conditions of the Contract which is not rectified within [14 (fourteen)] days of the date of receipt of notice from ICAT in this regard.
 - (iv) any of the following events occurs:
 - (a) the passing of a resolution by the shareholders of the Contractor for the winding up of the Contractor.
 - (b) the appointment of a liquidator in a proceeding for the winding up of the Contractor or the Contractor entering into a compromise with its creditors; or
 - (c) the making by the court of an order winding up the Contractor,

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

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

other relevant criteria for evaluating the proposals received in response to this RFP. The evaluation will be a two-stage process. The stages are:

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

12. Notices to local bodies:

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

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

SCOPE OF WORK

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

1. Microsoft Office 365 licence must be valid for a period of 1 year starting within 3 working days from the date of PO.
2. ICAT may procure any additional quantity of licenses with the same terms and conditions during the contract period.
3. The bidder should provide online/ offline training of all features of Microsoft Office 365 to ICAT employees (atleast 100 people).
4. The bidder must configure all security features, ATP, Email Archive, MS Teams etc. under plan of Microsoft Office 365.
5. The bidder must address all technical queries related to Office 365 from ICAT and should give solutions within 4 Hrs.
6. The service provider must provide onsite/offsite technical support as per requirement from Monday to Saturday 8.00 AM to 8.00 PM. For any critical issue, the technical service support should extend to Sunday and national holiday without any condition or additional cost.
7. ICAT will raise all tickets with the service provider through portal, phone or email and service provider should provide technical solution in consultation with Microsoft (if required) to the ICAT.
8. The service provider/ bidder should provide all technical configuration documentation and training materials to the ICAT.
9. The service provider /bidder technical team should visit ICAT Manesar once in a quarter and review the Microsoft Office 365 product Security related issues, SPAM mails, Spoofing issues, Transport Rules, Email Archive, Administration and new features and Office 365 usage in the ICAT.
10. The service provider/bidder should provide training for two days of Microsoft Office 365 Administration as per best practice to ICAT, IT Officers once a year.
11. The service provider /bidder should configure and comply with all audits related points on Microsoft Office 365 Solution implementation in the ICAT.
12. Sync of On-premises AD with Azure AD. So that SSO can be implemented easily with upcoming software.
13. MFA activation through Entra ID bundled with each MS 365.

14. Setup Entra ID.
15. Configure & register it in Azure AD and configure SSO.
16. As per PO, vendor should deliver additional license (as per requirement) in addition of minimum qty. 05 nos at same price at which order is placed with validity starting from date of activation of license till the validity of PO. The amount of additional license will be released for balance no of months till PO validity, not 1 year.

Bill of Material

Item	Quantity
Microsoft 365 Business Premium	300
Microsoft 365 Business Standard	100
One year support 24x7x365	Lumpsum

EVALUATION PARAMETERS :

- 1.1 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.
- 1.2 The bidder must meet the Eligibility requirements as per Annexure V, specified in this tender in order to qualify for the Technical Evaluation.
- 1.3 The minimum pass marks for Technical Evaluation shall be 80 points (80%) out of 100 points, however bidder must score full points against Sr. No. 1 to 3 of this Annexure.
- 1.4 The Technical Bids shall be awarded points (Tn) based on the following evaluation criteria.

SI No.	Item	Detail Descripción	Parameter Weight
1	Legal Valid Entity	The bidder shall necessarily be a legal valid entity in the form of Proprietary firm, Partnership Firm, Private Limited Company.	10
2	MAF (Manufacturer Authorisation Certificate)	Bidder must have bid specific MAF (Manufacture Authorization Form)	10
3	Product Offered (Technical Requirement)	Compliance to Technical specification as Specified in the Bid Document	30
4	Bidders Past Experience	Bidder must have at least 3 years of experience in the field of sale and service of Microsoft 365 license Software. ≥ 3 years and up to 5 years - 10 Marks Above 5 years - 15 Marks	15
5	Bidders Past Performance	Bidder must have delivered atleast 300 licences per organisation in the past 3 years as under: ≥ 3 projects and up to 4 projects - 10 Marks Above 4 projects - 15 Marks	15
6	Bidder Financial Capability	Average annual turnover of the Bidder during the last 3 (three) financial years shall be atleast 15 Lacs (i.e. FY 2021-22, 2022-23 & 2023-24) ≥ 15 Lakhs and upto 20 Lakhs - 10 Marks > 20 Lakhs and upto 25 Lakhs - 15 Marks Above 25 Lakhs - 20 Marks	20

- 1.5 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.
- 1.6 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. The bidder who satisfies the qualification criteria and offering lowest (L1) would be selected.
- 1.7 However ICAT does not undertake to accept the lowest or indeed any bid.

ANNEXURE - I

INSTRUCTIONS TO BIDDERS

1.0	Location
	अंतरराष्ट्रीय ऑटोमोटिव प्रौद्योगिकी केंद्र International Centre for Automotive Technology (ICAT) IMT Manesar, Gurugram, Haryana
	a. Tenderers must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before submitting their bids.
2.0	Any printing or typographical errors /omission in tender document shall be referred to ICAT and their interpretation regarding correction shall be final and binding on Service Provider.
3.0	Transfer of Tender Documents
	Transfer of tender documents purchased by one intending Bidder to another is not permitted
4.0	Rates
	ICAT is not concerned with any rise or fall in the product prices during the price validity period. Bids shall be unconditional, firm and remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids. Any Bid having validity lower than that specified above shall be rejected by ICAT as being nonresponsive. However, ICAT may request the Bidders to extend the Bid unconditionally beyond the Bid validity period up to an additional period of sixty (60) days or more without any modification and 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.
5.0	Payment Terms
	Quarterly: - The payment will be made within 30 days against submission of original invoices either in Hard copy or digitally signed invoices after completion of each quarter.
6.0	Obligations of Successful Bidder
	a. The successful bidder has to supply all the components, services and licenses to make solution complete.

	<ul style="list-style-type: none">b. The successful bidder shall deploy their own trained and experienced engineers for implementing, managing and maintaining the system.c. Whenever any new threats / vulnerabilities become public, the bidder/successful bidder shall bring this to the notice of the ICAT immediately and help/guide the ICAT in plugging the same. Once the call has been attended, successful bidder engineers shall put their maximum efforts and deploy their best resources to resolve all calls at the earliest possible time frame at all locations and ensure appropriate uptime.d. The successful bidder to ensure that during implementation of complete, the critical services hosted at ICAT shall not face any downtime due to security breach, security incident, improper configuration of security units/ appliances/ components
7.0	On acceptance of the tender, the name of the accredited representatives of the Bidder who would be responsible for taking instructions from ICAT shall be mentioned by the Bidder.
8.0	ICAT has the right to reduce or increase the scope of work. The ICAT may give 3 months' notice period for termination of contract if service is not satisfactory to the International Center for Automotive Technology (ICAT)
9.0	Notices to local bodies
	The Bidder shall comply with and give all notices required under any law, rule, regulations or bye laws of parliament, state legislature or local authority relating to works.

ANNEXURE II

TENDERING PROCESS COMPLIANCE STATEMENT

The following terms and conditions are deemed as accepted by bidder for participation in the bid event

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

ANNEXURE III

UNDERTAKING FROM THE BIDDER

(To be submitted on Contractor's own Letterhead)

To,

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

**Ref: Tender for "Supply & Support of Microsoft 365 Licenses at ICAT Manesar"
Haryana.**

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

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

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

Yours truly,

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

Place:

Name:

Date:

Designation:

Seal:

ANNEXURE IV

SELF - DECLARATION FOR COMPLIANCE

(On Company Letterhead)

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

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

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

Date:

Authorized Signatory Name:

Place:

Designation:

Company Seal:

ANNEXURE V

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

MINIMUM ELIGIBILITY CRITERIA:

S.No.	Eligibility Criteria	Supporting Documents to be submitted alongwith technical bid	Compliance (Yes/No)
1	The bidder should be registered with Registrar of companies/firms in India.	Certificate of Incorporation or any other certificate of registration issued by competent authority from Government of India.	
2	Implementation of Microsoft Office 365 experience at least in 3 organizations in India with more than 300 licenses per organization.	Purchase Order or Client Reference letter with contact details (Name, Designation, Email, and Phone Number) need to be submitted for verification.	
3	The bidder should be Microsoft Solution Partner Designation, Data, MWS and AI	Proof should be attached.	
4	The partner should be authorized by Microsoft through bid specific MAF to participate in this tender.	Microsoft issued tender specific MAF to be submitted.	
5	Bidders Past Experience	Bidder must have at least 3 years of experience in the field of sale and service of Microsoft 365 license Software.	
6	Bidder Financial Capability	Average annual turnover of the Bidder during the last 3 (three) financial years shall be at least Minimum 15 Lacs (i.e. FY 2021-22, 2022-23 & 2023-24)	
7	Bidder must be having its own dedicated service support center setup in Delhi/NCR with skilled resources, from where this project will be managed,	Self-declaration by bidder	
8	Bidder shall execute tendering Process Compliance Statement, Undertaking letter and terms and conditions as per Annexure.	Submit seal and signed copy of Tender document on bidder's letter head	

9	Bidder must comply to the provision of	a) Rule 144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23 rd July 2020 and as revised from time to time. https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf b) 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)	
10	Bidders should not have been blacklisted/de-registered/debarred by any Departments/Ministries of the Govt. of India or of any State Government, PSU or Any Reputed Private Organization/Institution in India during the last 3 Years	Enclose declaration to this effect with the technical bid as per format given in Form B.	

ANNEXURE VI

NON-DISCLOSURE AGREEMENT

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

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

AND

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

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

WHEREAS

The Parties intend to engage in a business relationship which includes

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY

AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

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

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

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

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

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

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

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

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

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

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

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

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

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

Disclosing Party: **International Centre for Automotive Technology (ICAT)** Receiving Party: _
or as otherwise specified by a party by notice in writing to the other party.

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

- i. if delivered personally, when left at the address and for the contact referred to in this clause; or
- ii. if sent by pre-paid first-class post or recorded delivery, at 11.00 am on the fourth

business day after posting; or

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

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

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

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

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

Disclosing Party

Receiving Party

By _____

By _____

Name with Title

Name with Title

ANNEXURE VII

STATEMENT OF NIL DEVIATIONS

(To be submitted in the Bidder's letterhead)

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

Re: Tender RFP Ref: ICAT/T/IT/Office 365/2024-25/157

Dear Sir,

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

Yours faithfully,

(Authorized Signatory of Bidder) Date:

(Company Seal)

Annexure-VIII

LETTER OF COMPETENCE FORMAT

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

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

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

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

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

Authorized Signatory of the Bidder Date:

Annexure IX

PRE-BID QUERY FORMAT

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

All queries will be addressed in Pre-bid meeting and the responses will be circulated to all participating bidders if required.

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

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

Name and signature of authorized person issuing this

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

Form A

*{Declaration to be furnished on Bidder's Company Letter Head and to be submitted in
Part -I (TECHNICAL BID) of the tender documents}*

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)

Form B

(Format of Undertaking, to be furnished on Company Letter Head with regard to Blacklisting/Non-Debarment, By Organización)

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....., registered office atis not blacklisted/De-registered/debarred by any Departments/Ministries of the Govt. of India or of any State Government, PSU or Any Reputed Private Organization/Institution in India, for which we have executed/undertaken the works/services during the last 3 Years.

For.....

(Seal of Organization & Signature of Authorized Signatory)

Date:.....

Form C

Declaration regarding compliance of Rule 144 (xi) of GFR 2017 “Restrictions on procurement from a Bidder of a country which shares a land border with India”

(To be submitted on Applicant's Letter Head)

To,
International Centre for Automotive Technology
Plot - 26, Sector - 3, Near HSIIDC Office
IMT Manesar, Gurgaon 122050

Dear Sir,

With reference to our bid proposal for participation in ICAT's Tender No. Dated, “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.]”

Seal of Organization & Signature of Authorized Signatory

Date:.....

** 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

Certificate Regarding Declaration of Local Content

[On the Letter Head]

To,
International Centre for Automotive Technology
Plot No. 26, Sector - 3, Near HSIIDC Office, IMT Manesar
Gurgaon - 122050 (Haryana)

Sub: Compliance of Minimum Local Content Requirement as per order no. P-45021/2/2017-PP(BE-II) dated 04th June 2020 or as revised from time to time issued by Ministry of Commerce and Industry

Ref: NIT/Tender Document No:

Dear Sir/Madam,

In compliance to order no. P-45021/2/2017-PP(BE-II) dated 04th June 2020 or as revised from time to time, issued by Ministry of Commerce and Industry, 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 No. _____

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

Thanking You,

Your Faithfully,

Seal of Organization & Signature of Authorized Signatory

Form E

DETAILS OF CONTRACTS

Details of contracts with Central Govt./State Govt./PSUs/ Autonomous Bodies/Reputed Private Firms in India handled by the Bidder during the last three (3) years in the following format (attested copies of the PO's and completion certificates may be closed).

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 with contract period
1.				
2.				
3.				

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

Signature of authorized person

Date:

Name:

Place:

Seal:

Form F

Proforma for Bank Guarantee (EMD)

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

To,

The International Centre for Automotive Technology
Plot No. 26, Sector - 3,
IMT, Manesar,
Gurgaon,

Dear Sirs,

WHEREAS _____
(hereinafter called the "Bidder") has submitted their offer dated _____ for
_____ (hereinafter called the "Bid") against the buyer's
request for Tender No. _____ KNOW ALL MEN by these
presents that we _____ having our registered office
at

_____ are bound onto International Centre for Automotive Technology
having its office at Plot No. 26, Sector-3, IMT Manesar, Gurgaon-122050 (hereinafter referred to
as the "Buyer") for the sum of Rs. _____
(_____) for which payment will and truly to be
made to the said buyer, the bank binds itself, its successors and assigns by these presents.

The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the
Owner without any further proof or conditions and without demur, reservation, contest, recourse,
or protest and without any enquiry or notification to the bidder merely on a demand from the
Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand
made on the bank by the Owner shall be conclusive as regards the amount due and payable by
the bank under this bank guarantee and the bank shall pay without any deductions or set offs or
counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall
have the right to make an unlimited number of demands under this bank guarantee provided that
the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not
exceed the Guaranteed Amount.

The Guarantee will remain in force upto _____ after the period of tender validity and
any demand in respect thereof should reach the bank not later than the above date.

Notwithstanding anything contained herein our liability under this bank guarantee shall not
exceed Rs. _____ (_____). This bank
guarantee shall be valid upto _____ and we are liable to pay the guaranteed
amount or any part thereof under this bank guarantee only and only if you serve upon us a written
claim or demand on or before _____.

All claims under this guarantee will be payable at

_____. This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled or its expiry whichever is earlier. If we are not in receipt of this original bank guarantee within the stipulated period, it shall be deemed to be automatically cancelled unless extended further before expiry of validity.

AND WHEREAS one of the terms of the said tender is that you shall submit an EMD of Rs. _____/- (Rupees _____ only) to the bidder.

Now, We _____
(hereinafter referred to as 'Bank') having its registered office at _____ and branch office at _____ hereby irrevocably agree and undertake as follows:

1. That the said bidder shall submit the bank guarantee of Rs. _____/- (Rupees _____ only) towards EMD.
2. That the said 'bidder' shall duly and faithfully carry out to your satisfaction its obligation under the said Tender failing which we hereby unconditionally and irrevocably guarantee to pay to you without reference to the said 'bidder' and without any demur, merely on demand from you stating that the amount claimed is due, all or any sums of monies up to a maximum of Rs. _____/- (Rupees _____ only). Any such demand made on us by you shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____ only).
3. We, the Bank, further agree that we shall accept the correctness of any claim that may be made by you without raising any objection of whatsoever nature irrespective of any dispute or difference between the 'bidder' and you and the statement so submitted by you shall be binding and conclusive on us. We hereby further unconditionally and irrevocably guarantee that the amount hereby guaranteed shall become due and payable on your serving us with a notice requiring of the said amount and the said notice shall be deemed to have been serviced on us if delivered by personal delivery or any other mode (i.e. Courier/Post/Fax/E-mail etc.) and the payment under this guarantee shall be made by us within three days from the date of receipt of such notice, without reference to 'bidder'.
4. We, the Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that will be taken against EMD or till you certify that the terms and conditions of the said Tender have been fully and properly carried out by the bidder and accordingly discharge the guarantee, whichever is earlier. Unless the demand or claim under this guarantee is made on us in writing on or before _____ shall be discharged from all liability under this guarantee thereafter.
5. We, the Bank, hereby agree that the decision of ICAT as to whether the bidder has failed to or neglected to perform or discharge his duties and obligations under the said tender shall be final and binding on the Bank.

6. We, the Bank, further agree that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender which is accepted by bidder or to extend time from time to time or to postpone for any time or from time to time the powers exercisable by you against the bidder and to forebear to enforce any of the terms and conditions of the tender and we shall not be relieved from our liability for any reason of any such variation or any extension granted to the said 'bidder' or for any forbearance or omission on your part or any indulgence by you to the said 'bidder' or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
7. The guarantee herein shall not be determined or become ineffective by reason of the fact or winding up, liquidation, dissolution or change of constitution or insolvency of the 'bidder' and/or bank but shall remain in full force and effect and shall be binding and operative till expiry of the period hereinafter specified.
8. We, the Bank, lastly undertake not to revoke the guarantee during its currency except with the previous consent of ICAT in writing.
9. We further agree that this guarantee shall be governed by Indian Law.
10. We also agree that this guarantee is subject to the jurisdiction of the courts situated at **Gurgaon** and if any dispute is arisen in respect of or in connection with this guarantee, the same shall be tried only at the courts situated at **Gurgaon** and not by any other courts.
11. NOTWITHSTANDING anything contained hereinabove our liability under this guarantee is restricted to Rs. _____/- (Rupees _____ only). This guarantee shall remain valid till _____ only. Unless a claim in writing is lodged with us within 3 months from the expiry of this bank guarantee, your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities under this guarantee.

Date:

Details of the Bank Official:

Name of the Bank Official:

Address of the Bank:

Contact No.:

Fax No.

E-mail ID:

Corporate Seal of the Bank

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

Form G

FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY
(To be submitted on the Bidder's Letter Head)

Bidder's Name.....
.....
.....

(Address and Contract Details)

Bidder's Reference No.....Date.....

To,
The Director International Centre For Automotive Technology
Plot No. 26, Sector-3, Near HSIIDC, IMT Manesar Gurgaon-122050

Reference: Tender Document No.....Tender Title:.....

Sir/Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, bids must be supported by a Bid Securing Declaration in Lieu of Bid Security.

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

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

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

upon:

1. Receipt by us for your notification
 - a) of cancellation of the entire tender process or rejection of all bids or
 - b) of the name of the successful bidder or

2. Forty-Five days after the expiration of the bid validity period or any extension to it.

(Signature with Date)

(Name and Designation)

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

Date onday of.....

Place.....

Key Notes:-

1. The Bidder have to submit EMD/Bid security for the value specified in the Bid Documents in the form of DD/NEFT/RTGS/BG.

ii. MSME registered with Udyog Aadhar and NSIC or Central Purchase organizations are exempted from EMD have to submit signed 'Bid Security Declaration' as per format given (refer Form J of this ATC) on Firm/Company letter head. MSE or firms registered with the Central Purchase organizations are required to submit their registration certificates in support of their request for exemption from EMD along with Bid security Declaration. However, as per clarification issued by DC MSME vide office memorandum dated 25th March 2022, traders/Distributors/Sole agents/Work contracts are not eligible for benefits under MSME category.

iii. Non-submission of EMD as per Bid requirement or Bid Security Declaration along with supporting documents for exemption from EMD by MSE or other exempted bidders, will be treated as unresponsive and disqualified from further procurement process as per para 7.3.1(ii) of Manual for procurement of goods 2017.