For Procurement (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/Tool

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ICAT-T-C and L-DCR-2024-25-200
Manesar, 30th January 2025

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eNotice Inviting Tender (NIT)

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

Tender Activity Schedule: -

Job Description	Procurement (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/Tool at ICAT
Scope of Work/Services/Supply	**As Per Annexure "A"**
Payment Terms	a. **One time implementation cost:** 100 % payment upon 100% completion of one-time implementation as per the timeline subject to applicable LD clause as mentioned in **Annexure A** b. **Annual Subscription Cost:** shall be paid quarterly subject to applicable penalties as mentioned in **Annexure A**
Delivery/Completion Period	a. **Implementation** should be completed within a period of 60 working days from the date of notice to proceed. b. **Annual Subscription Cost**: The engagement period will be 5 years, based on the annual performance, starting after the Implementation of the compliance solution/tool.
Bid Validity	4 Months from the last date of bid submission.
Warranty/Service Support	The engagement period will be 5 years, which will be renewed yearly based on the annual satisfactory performance at sole discretion of ICAT, starting after the successful Implementation of the compliance solution/tool.
Eligibility Criteria	**Minimum Eligibility Criteria: As Per Annexure "A"**
Evaluation Criteria	It is mandatory for the bidder to comply with the **complete technical requirement**. In the event the bidder does not comply with the technical requirement as per **Section 1-Technical Evaluation Criteria**, he shall be disqualified and any deviation proposed on technical requirement from the bidder end will not be considered at all. **Those bidders who meet our technical requirements will be moved forward for financial evaluation.** The order would be awarded to the L1 bidder among the technically qualified bidders. ICAT reserves the right to give preference to the local supplier/MSME/Startup as per prevailing Govt. notifications and as amended from time to time.
Liquidity Damages	The work/service should be completed strictly as per time limits specified in the work contract/agreement, failure to complete the work/service within the stipulated time will make you liable to an unconditional penalty of ½% (Half Percent) of the value of work per week subjected to a maximum of 10% (Ten Percent) of the work contract
Delivery/Project Site	International Centre For Automotive Technology (Centre – 1), Plot No. 26, Sector – 3, Near HSIIDC, IMT Manesar, Gurgaon 122050 GST No. 06AABAN9435G2ZI
Billing Address	International Centre For Automotive Technology (Centre – 1), Plot No. 26, Sector – 3, Near HSIIDC, IMT Manesar, Gurgaon 122050 GST No. 06AABAN9435G2ZI
Last Date for submission of bids	**Up to 1700 Hrs. on 20-02-2025 (Online bid submission on CPPP).**

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

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<u>Annexure A</u>

1) <u>Minimum Eligibility Criteria</u>

The bidder whose bid meets the following eligibility criteria for the Procurement (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Tool at ICAT, Manesar (Haryana) would only be considered:

Sr. No	Criteria	Compliance	Documents to be submitted
1	Legal Entity	Bidder should be a Legal Entity registered under the Companies Act, 2013 or The Bidder shall necessarily be a legal valid entity either in the form of Proprietary Firm, Partnership Firm, Private Limited Company/ agency	Copy of Certificate of Incorporation/Registration with technical bid
2.	Tax payment	Bidder must have a valid GST Registration and PAN in India.	Valid copy of certificate (PAN and GST with technical bid)
3.	Office	The bidder must have a local office in Delhi NCR, India	Copy of address proof
4.	Legal & Blacklisting	The bidder should not be debarred/blacklisted/ banned by other CPSUs, Govt. Dept., any Private listed Company in India as on date of submission of the Bid.	Declaration signed by the Authorized signatory in format given in the **"Annexure B – Form I Declaration/Undertaking by the bidder"** of the tender.
5	Turnover	The bidder should have an average annual turnover of at least Rs.40 lakhs in the last three audited financial years. (FY2021-2022, 2022-23 & 2023-24).	Certificate from the Statutory Auditor/ Chartered Accountant in prescribed in **Annexure B-Form IV Format of annual turnover.** Form IV submitted without valid UDIN shall not be considered. Turnover for each of all the financial years i.e. 2021-22, 2022-23 & 2023-24 as mentioned in **Form IV**.
6.	Experience	The bidder should have completed at least 3 projects related to implementing a compliance solution for equal or over 30 users for any Central Govt. of India/State Govt. of India/PSU/Govt. body of India/Public Listed Company/ Private Listing company in the last 3 years. i.e. FY 2021-22, 2022-23 & 2023-24. The proposed solution should be live as on date.	Work Order / Completion certificate from Clients to be submitted
7.	Manpower Strength	The bidder must have a workforce of **at least 25 professionals**, including experts in data center management, networking, system administration, cloud services, and cloud security, on their payroll as on the submission date of this bid. The solution provider should have **at least 01 compliance lawyer with a minimum of 02 years' experience in** interpreting relevant laws and regulations. The **solution provider should have a designated project manager with a minimum of 3 years of experience in compliance management solution/tool.**	Certificate from HR on the letter head of the bidder certifying the availability of the resources on their payroll as on date of submission of the bid as per the requirement.
8.	ISO Certifications	Bidder should hold valid certifications for **ISO 27001**.	Copy of certifications
9.	Technical Support	The bidder should have **functional support Helpdesk (Monday-Friday, timing: - 09:00 am to 5:00 pm) with dedicated project manager** to provide technical support over telephone, chat, mail and ticketing system.	Copy of support matrix/escalation matrix with mention of contact details (name, designation, contact no., email, concerned dept.)
10.	O&M Support (On demand on-site technical support)	The bidder is required to provide (**Operational & Management (O&M) support with (Monday-Friday, timing: - 09:00 am to 5:00 pm) with dedicated project manager contact** to provide **Technical Assistance Centre (TAC) support.** The bidder should have technical staff with the skill sets of (Software Development, System (Windows, Linux)/Network/Database/Security Administrator, Middleware/Application technical support experts, etc.) **On demand, on-site technical support** is also to be provided by the Solution Provider at the location where	Copy of support contract with O&M. Undertaking signed by the bidder in format given in the **Annexure B, Form II- Declaration/Undertaking by the bidder** of the tender.

		required.	
11	Warranty/Service Support	The engagement period (implementation, subscription, updates and on-going support of digital compliance management solution/tool) will be 5 years, based on the annual satisfactory performance at sole discretion of ICAT, starting after the Implementation of the compliance solution/tool.	Copy of support contract with Warranty/Service Support Undertaking signed by the bidder in format given in the **Annexure B, Form II- Declaration/Undertaking by the bidder** of the tender.

- Tender form is not transferable.
- Bidder should comply with the complete technical requirement given in the technical specifications/scope of work/services as mentioned in the **Annexure A.**
- If the bidder fails to submit the authenticated documents in support of his/their credentials as specified in tender documents, his/their tender will be liable to be rejected summarily.
- The bidder must submit stamped and signed copy (each page) of this document (NIT) for acceptance of terms and conditions and submit along with the technical bid.
- Bidder must comply to the provisions of:
  - ➢ Rule 144 (xi) of GFR 2017 (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%202023.07.2020.pdf)
  - ➢ Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and as revised from time to time.
    (https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf)

Technical Evaluation Criteria

1. Technical Evaluation shall be based on the Technical Bid submitted by the Bidders as **Section 1 - Form of Technical Proposal.**
2. **The presentation need not be included in the Technical Proposal. The Presentation shall be made as per schedule communicated by ICAT and a copy of presentation to be submitted on email at the time of presentation.**

Financial Proposal

1. After the short listing of Bidders based on their Technical Proposal including the presentation, the Financial Proposals of only Technically Qualified Bidders would be opened. The Technically Qualified Bidders, if they so desire, may remain present at the time of the opening of the Financial Proposals. The date and time of opening of the Financial Proposals would be shared with the Technically Qualified Bidders through tender site/mail.
2. The Financial bid will be calculated on the basis of one-time fixed cost (implementation cost, data migration – 5 years, single sign on, integration with AD) and Annual Maintenance Service Cost of 1st ,2nd ,3rd ,4th & 5th year (quarterly payable).

Procedure for Selection of Solution/Tool Provider

1. Post qualification of the minimum eligibility criteria, the bidder(s) will be selected under technical and financial based Selection method as described in this section and in accordance with the practices of ICAT.
2. ICAT proposes to appoint one Solution Provider / agency.
3. In case two or more Bidders have a tie in their financial scores, the relative rankings would be determined such that the Bidder with higher technical score as computed in **Section 1 (Form of Technical Proposal)** will get higher ranking.
4. **Timelines & Payment Schedule**: Payment shall be Invoice based and shall be made as per the following milestones:

S. No	Items		Payment Terms
1.	Implementation Cost (business understanding, compliance identification, application set-up, training & reviews, updates & user support), One time tool Implementation Cost (Identification and preparation of checklists of all laws, rules, regulations, etc. applicable to ICAT and Implementation of Legal Compliance Tracking software/solution), Data migration (5 years), Single Sign on, integration with AD, Solution/Tool Go- Live & Submission of compliance checklist at ICAT		100% of one-time cost
2	Annual Maintenance Services Cost for 1st Year	1st ,2nd, 3rd & 4th Quarter	100% one-time cost (after every quarter)
3	Annual Maintenance Services Cost for 2nd Year	1st ,2nd, 3rd & 4th Quarter	100% one-time cost (after every quarter)
4	Annual Maintenance Services Cost for 3rd Year	1st ,2nd, 3rd & 4th Quarter	100% one-time cost (after every quarter)
5	Annual Maintenance Services Cost for 4th Year	1st ,2nd, 3rd & 4th Quarter	100% one-time cost (after every quarter)
6	Annual Maintenance Services Cost for 5th Year	1st ,2nd, 3rd & 4th Quarter	100% one-time cost (after every quarter)

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The solution/tool provider needs to submit details of Bank A/c, Branch, IFSC code, etc., for enabling ICAT to release the payment through online mode (NEFT/RTGS, etc.) along with the Vendor Information form (VIF).

1. **Penalty:** If the solution/tool provider fails to rectify the issues within 72 hours of working time/3 working days or the system is down for more than 72 hours/3 working days then necessary penalty will be recovered from the bills (Annual Maintenance Service Cost (quarterly payable) of the agency in the following manner:
   - For 1st Week @Rs. 200/-per day for the delayed period.
   - For 2nd Week onwards Rs. 300/- per day for the delayed period.

Delay in excess of 4 weeks will be sufficient to cause for termination of contract/order. In that case, the balance Annual Maintenance Service Cost (quarterly payable) of the bidder shall be forfeited.

The decision of ICAT shall be final and binding in respect of any dispute relating to imposition of penalty.

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For Procurement (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/Tool

<u>Annexure A</u>

2) <u>Technical Specification</u>

<u>Scope of Work/Services</u>

E-Open Tenders are invited from interested & experienced parties for the job of **"Procurement (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/Tool"** for ICAT and its units across India. The list of offices and operational units is mentioned in **Locations & Offices coverage.**

The scope of work is to study and analyze the Company's operation to identify the applicable laws/rules/regulations at all levels including Central laws, State laws Municipalities laws, and any other laws/regulations etc. and develop, customize, install, operate and maintain computer software for setting up online Compliance Management Solution/tool. The scope also includes training of the employees of the company on the said software/solution with complete checklist lists for obligations to be mapped under various Central, State municipalities and other Statutes, Rules, Regulations, Guidelines, Notifications, Internal company policies etc. for the format which are applicable to the Company wholly or partially or to all or any of the Units/Offices of the company, with the details of responsibilities enumerated herein below:

<u>Solution/Tool Requisite features:</u>

1. The Solution Provider will be responsible for providing management tools in a **cloud-based environment**.

2. To study the legal compliance environment of ICAT and to make complete mapping of all the legal obligations/tasks to be complied with under various Acts of Parliament and State Legislatures, and Rules, Regulations, Notifications, (including those issued by Municipalities) etc. made there under including all applicable Govt. guidelines.

3. To draw and prepare complete checklists of activities required for complying with all the applicable legal provisions, indicating the consequences of non-compliances such as fine, penalties and other punishments envisaged under relevant laws with different levels of criticality of non-compliances.

4. To identify the related Task Owners who shall be responsible for compliance with each of the legal obligations.

5. The Solution Provider shall carry out all maintenance activities and updating and up-gradation of the software on real-time basis for a period of 5 years from the implementation of software after achieving "Go-live" with customization as and when required.

6. The solution provider must clearly mention the requirements to be provided by ICAT to operate the solution e.g. LAN/ WAN, internet Bandwidth for the solution to work effortlessly without hampering other IT / network operations.

7. The Solution Provider will be responsible for the complete Data Privacy / Security and availability & Back-ups.

8. Data Encryption: The applicant's confidential data (majorly but not limited to Executive ID No., Email ID and compliance updation etc.) must be stored in encrypted form in the database. However, the data must be retrievable by ICAT in decrypted form and in plain text.

9. The solution/tool shall provide flexibility to add/remove employees, even when they are in notice period. It shall provide flexibility to add departments and Sections to take care for future expansion plan for ICAT. The solution should be based on multi-tier architecture with the following indicative layers:
   a. Presentation/ ICAT / Web
   b. Application
   c. Database

10. The solution/tool shall have the capability to remove employees / customers from the database. There shall be a provision of delegating role in case of absence of any ICAT individual.

11. The solution provider should provide a dedicated relationship project manager for addressing general queries initially and, after learning, handle more general and technical inquiries via Phone, WhatsApp, and Mail. A grievance redressal matrix, escalation matrix with (full name, designation, contact no, email, concerned dept.) to make available to address any such queries.

12. The solution/tool shall have the Password reset, forget password options available and provision to upload documents

such as witness videos, images, drawings, certificates, forms etc. via FTP or OneDrive or similar platforms to be integrated within the solution. Soft copies of User and Technical manuals are to be provided for all the functionalities, modules, and tools proposed for the solution. In addition, online contextual help for every field on the user interface with search options must be made available for all users in the applications. All such documentation and manuals will have to be kept up to date with proper version control during the entire contract period.

13. ICAT may require the selected bidder to deliver the following documents both in hard and soft copy to ICAT during implementation of the solutions and during the handing-over phase post completion of the contract period.
    a. Security Audit Certificate Copy.
    b. User Management Guide/Operation Manuals.
    c. User Manual (Soft Copy as well as Hard Copy).
    d. Release Notes
    e. User Manual shall be updated periodically based on when Change Requests are performed. The User Manual shall also get updated as and when product enhancements are carried out or there is a change in the software platform.
    f. ICAT will remain the absolute owner of database. The bidder must provide full backup every quarter and incremental backup once a month. The backup policy should ensure full back-up (daily back-up in solution/tool) that there will be no loss of data/details.

14. **Change request**

    The Solution/tool provider shall cater to Change Request Tasks that may be intimated by ICAT throughout the Contract Period which shall be mutually determined by ICAT and the solution/tool Provider. The basic functionalities of the Change Request tasks are as follows:
    a. Functional changes in the application
    b. Development of new modules/Forms/Report in the existing Software including data migration and historical data upload, if any
    c. Changes in the Core application framework

15. **Hosting**
    a. Bidder should provide the cloud hosting services of the application on public cloud inside India with required data storage/memory space in data center inside Geographical Location of India for a entire contract/agreement period of (5) years to fulfill the need & requirements of storage.
    b. The Cloud (used for backup and DR) solution provider should be empaneled with the Ministry of Electronics & IT, GoI. (ICAT may ask for an agreement between cloud Solution Provider and the bidder).
    c. The bidder must ensure availability and up time of the entire solution landscape as mentioned in bidders document and agreed to ICAT.

16. **Vulnerability Management:**
    a. The provided solution/tool must be free from any vulnerabilities.
    b. Any identified vulnerabilities must be promptly addressed and fixed without any additional charges in the implementation phase before go-live/after go-live for the entire contract period.
    c. Third-party testing, third-party audit (application, data, and process) and vulnerability assessment and penetration testing (VAPT) will be carried out before go-live/after go-live (once during the financial year) based on industry wide accepted Information Security standards

17. **Security and Audit trails**
    a. The proposed solution should have the facility to maintain audit log of changes carried out in the Compliance Solution.
    b. Should be able to export logs as a file OR syslog for analysis, supporting log file formats such as RAW, .CSV, etc.
    c. All system generated reports should be compatible with being printed on industry standard printers.
    d. The application should be configured such that the access to the system must support user level authentication and access rights.
    e. Complete and comprehensive security from unauthorized access and misuse should be available along with necessary audit trail detailing every user's activity.

18. **Software Licenses:**
    a. ICAT will not be responsible or liable for any infringements or unauthorized use of the licensed products. In the

event of any claims against ICAT for any license related issues, the selected bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the selected bidder.

b. Further if the selected bidder has missed out providing any required licenses to ICAT, then ICAT will not bear any additional expenditure for procurement of such licenses at a later date.

c. Selected bidder is required to consider the technical support of the Solution and related application software for the period of contract from day one.

19. **Solution Capabilities**
   a. The solution should support bulk emails, alert and notification etc. All communication to be available in the system and visible/accessible as per the roles and responsibilities.
   b. Ability to support remote operation of System administration.
   c. The proposed solution should provide role-based user level configuration and administration facilities must be available in the proposed system.
   d. Configuration of workflow, dashboards & searches should be possible in the proposed solution with the ability to download the summary of present compliances.

20. **User Access and Security**
   a. User friendly Graphical User Interface (GUI) based user administration.
   b. Should support single sign-on and encrypt user password.
   c. Ability to configure the number of permissible log-in attempts.
   d. Ability to configure automatic time out for entry transaction.
   e. Ability to configure automatic time out (log out) for user.
   f. Ability to reset the password after the fixed duration is configured in the system.
   g. Should maintain error log.

21. **Scalability**

   The system should be scalable to allow an increase in the number of users to unlimited from the current number of users.

22. **Localization**

   The system should have adequate localization to handle specific requirements of prevalent Indian Laws and regulations (Central, State , Municipalities),any other laws/regulations, taxes and duties as applicable. Required solution shall have default language of the solution/tool as "English" for interpretation.

23. **Prepare a Project Plan, Time/Work schedule**
   a. The time plan for implementation to be submitted by the successful bidder. However, the same reviewed and agreed with both the parties.
   b. The activities shall include the following:
      i. Study the activity and map all the tasks as per the requirement of ICAT.
      ii. System Requirement Specification (SRS) documents shall be created and sign-off shall be taken from ICAT.

24. **Training & Support**

   To provide training to all task Users, Sphere heads and other personnel involved in the compliance's activity on the various legal provisions/ its impact/ compliance requirement/ activities required and the usage of software including database and application software for ensuring effective compliance. To Conduct training for all the staff in the use of software. Implementers should provide training on the application solution/tool and other areas to the team from ICAT. Mandatory training (functional and technical) to the ICAT users/team shall be to the satisfaction of the ICAT management. In case the training is found to be unsatisfactory, the training duration shall be suitably extended at no extra cost to ICAT. The training shall be conducted on the ICAT premises. At least 5 days training & Hand holding support of at least 30 heads should be provided at office/operational units.

   The test environment required for the training must be set up by the Implementer before the training commences. The Implementer should provide detailed training on the solution/tool to officials of ICAT.
   a. Create Training plan and provide training to users
   i. Solution Provider shall provide training to all task Users, Section heads, other personnel involved in the activities related

to the online system being deployed.

    ii. Solution Provider shall impart Functional and technical training to staff in administration of the System including database and application software limiting to usage of application.

    b. Prepare User Manual documents for Systems - The Solution/tool Provider shall provide the user manual for all the functionality in the Compliance solution/tool.

25. **Data Migration and Data Uploading**

    a. Selected bidder shall provide Data Migration services until the entire data is migrated successfully into the production environment. The selected bidder will formulate the data migration strategy and process documentation after identifying the legacy data. The bidder shall also be responsible for uploading historical data available in hard copies into the software.

    b. The successful bidder will perform data mapping exercise between existing electronic data and proposed solution, provide checkpoint reports to ensure thorough reconciliation of the data, furnish the data in a format that can be loaded into the proposed application, perform the data upload activity and assist in performing checks to ensure data migration success.

    c. Selected bidder will give ICAT adequate time to review and sign–off the Data Migration Strategy and process documents. All comments and suggestions of ICAT must be incorporated in the Data Migration Strategy and process documents before obtaining sign–off.

    d. It is selected bidder's responsibility to perform the data mapping and extraction in whatever formats the new online solution requires the data. ICAT will not bear any additional cost for data migration other than mentioned in financial bid, nor will be responsible for the same.

    e. Data will be extracted from earlier system and/or manually captured data files in flat file/required file format. These flat files/required files will be validated and uploaded, the upload process will generate Exception, Error and Control reports to facilitate rectification of the data loaded.

    f. The selected bidder must ensure that only experienced personnel who have experience in data migration activities are deployed for data migration process.

    g. ICAT reserves the right "to audit"/"appoint an external auditor to audit" the process of data migration and/or the completeness and accuracy of the data migrated during the entire exercise of data migrations. The selected bidder must facilitate audit at no additional cost to the Company.

    h. Any gaps/discrepancy observed will be reported in writing to selected bidder, who will act upon them and resolve the same immediately or within maximum 7 working days from the day of reporting the same.

    i. The selected bidder will be responsible for obtaining the data from ICAT for the purpose of migration.

Compliance Management Solution/Tool (CMS):

    i. The CMS shall help ICAT through its management in tracking, streamlining controlling, reporting and coordinating all stages involved in the compliance management system implementation.

    ii. CMS must be easy to use, intuitive, and user-friendly.

    iii. CMS model should have the capability to have the data reside within the geographical boundary of India.

    iv. CMS must be compatible with the latest versions of web browsers viz. Google Chrome, Firefox, Microsoft Edge, Microsoft Internet Explorer, Safari, etc.

    v. CMS must have a well-defined workflow mechanism.

    vi. CMS should have the ability to scale up with additional requirements around users, sections, and features as part of future enhancements.

    vii. CMS must have defined the genuine licensing model for the software used in the development of the application.

    viii. CMS must have training manuals and structured training sessions for various categories of users and necessary stakeholders.

    ix. CMS must be able to have Single-Sign on an Active Directory Authentication capability.

    x. As an enhanced security measure, there must be role-based access to the Systems. User types may be admin, user, etc. Admin users should be capable of creating new users and making changes in the master if required.

    xi. CMS must have real-time monitoring tools with Dashboard for higher-level supervision.

    xii. CMS must have a facility for customization of MIS reports and statistical data of the compliances in different combinations as required by users from time to time. The MIS reports should have facilities like filtering and sorting. The MIS reports generated must be downloadable in at least .csv, .xls, and .xlsx formats.

    xiii. The designing and structuring of the database of CMS must be in such a way that the information collected shall meet all the requirements of users for future use without any data loss.

    xiv. CMS must ensure the auto-population of data wherever possible to reduce the manual effort of the users.

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    xv.   The detailed list of technical features/specification and domain-specific approaches of the CMS is mentioned below.

__Features__

- **Compliance Management Solution and Dashboard:**
  1. Ability to onboard/ select/ edit Compliances.
  2. Ability to create Statutory and user-defined (internal) compliances and related tasks.
  3. Ability to map to respective users to review, perform and take actions.
  4. Facility to view all Statutory, Regulatory, and Internal compliance (user-defined) and related tasks from a Live dashboard which is updated in real-time.
  5. Track the progress of all compliances, i.e., Completed, Pending or overdue compliances, Corporate Actions, Due Dates, and Tasks can be viewed across Locations based on the Governing Laws or Severity Types.
  6. Filtering of objects (like tasks, compliances, assignee, priority, location) status, etc.
  7. Compliance Calendar.
  8. To view the tasks and compliances for the Day, Month, Quarter, and Year in a calendar format so that the user does not miss any deadline.
  9. Option to update any Compliance with a single click from the calendar.

- **Checklist Management:**
  10. Facility to manage complete compliance checklist for both, date, and event-driven compliances.
  11. Facility to assign compliances to individuals, teams, or departments.
  12. Set up due dates, reminders, and escalations.
  13. Enable review and approve workflow along with document upload capabilities to manage supporting documents and proof of compliance at the user and Admin levels.
  14. Facility to download the relevant forms and formats in the editable form required to complete the tasks and adhere to the compliances and provisions for online submission, as applicable.

- **Task Management:**
  15. Compliance with individual tasks as per the statutory/non-statutory (internal) permission/ requirements
  16. Create, Edit, View, and Delete tasks based on the user.
  17. Task breakdown structure–linking of tasks, linking of tasks with compliances.
  18. The administrator controls and monitors all assigned and unassigned tasks.
  19. Applicable to departments across locations
  20. Easy assignment of day to day or ad-hoc tasks to the team members and even external resources, auditors, law firms, and consultants.
  21. Facility to allocate one task to two or more users.
  22. Bulk update and review for general and repetitive compliances.

- **Alerts and escalation management:**
  23. Automated reminders to users/owners before the due dates with escalations in case the task is not completed by the scheduled date to two levels above the users/admin/location officers.
  24. Automated compliance reminders to keep compliance owners updated on upcoming compliances and tasks.
  25. Alerts are to be triggered as per the configured escalation workflow.

- **Automatic task trigger Management:**
  26. Automatic triggering of event-based compliances on the occurrence of events, and activation to the rightful owners upon positive confirmation in the system
  27. Non-triggering of events if the event has not occurred and it is negatively confirmed in the system.
  28. Email to alert the responsible user when the alerts are triggered for event-based compliances.

- **Document storage and Archive management:**
  29. Secure and centralized document storage for all statutory approvals/ clearances etc.
  30. Easy search of the uploaded documents.
  31. Storage of all statutory reports and returns, compliance and task-related checklists, scanned copies of supporting proofs of filling, etc.
  32. Archival of yearly compliances with all concerned artifacts.

- **Workflow:**
  33. In-built workflows to monitor and control compliances, tasks, etc. based on the specific requirement of the sections and the nature of the tasks/ compliances.
  34. Best practice workflow to address changes in compliance (i.e., changes and extensions in compliance due dates).

35. Assignment of the tasks/ compliances to different users (inter and intra sections) using smart tagging (good to have feature).

- **Compliance certification:**
36. Automatic compliance certificate creation with customized ICAT/ prospects format within the application by Departmental heads and other users as specified by ICAT/ prospects.
37. Option of generating compliance certification by user/location wise/risk status wise/Act wise/ business unit wise.

- **Audit Trail management:**
38. Compliance-wise audit trail history
39. Audit trail history captures the Business username.
40. Audit trail history captures the Status, Remark & updated document.
41. All the activities performed by the business user are captured along with the action history date &time.
42. Audit trails management to be made available to the administrator/ master user.
43. This facility is to be locked if the compliance certificate is generated by Head.

- **MIS reports:**
44. Automatic generation of report monthly/ quarterly/yearly to the respective users
45. Availability of pre-defined reports is templated as per the statutory guidelines. The MIS reports generated must be downloadable in at least .csv, .xls, .xlsx, and .pdf formats.

- **Statutory forms integration:**
46. All statutory forms to be automatically prepared/ available in the system/solution.
47. Ability to define and reuse ICAT/prospects" defined templates.

- **Email Management:**
48. Automated email triggers to be enabled.
49. Integration with Active Directory. The system should have the provision to integrate with ICAT/prospects of Active Directory system.
50. Alerts to be enabled to the administrator from the compliance system in case of any change in a user profile in system.

- **Web and Mobile Application:**
51. A web to be enabled for users to comply with all the tasks, compliances, etc.
52. The web application is expected to be device agnostic/responsive which can be accessed seamlessly from various user devices like desktop, laptop, tablet, mobile, etc.

- **Internal Audit Management:**
53. Include compliance for Audit if required.
54. Separate tab for compliance included in Audit.
55. Assign the Internal Auditor to Audit the compliance.
56. Update the auditor's remark with status and date.
57. All the scheduled Audit tasks can be centrally monitored for all your locations.
58. A comparative report is to be generated.

- **Notice Management:**
  - Notice Approval workflow
59. Once the Notice is approved then only the same is available for users assign multiple users to complete the task along with mandatory document.
  - Assign Reviewer for Notice
60. This will be required to be in-built as a part of the compliance management system. A central repository of all notices to be maintained triggers and escalation to be sent for all notices across all locations.
61. Notices to be converted into compliances.

- **License tracking:**
62. The facility to track the expiry of the license and submission of returns if any.

- **Updation of compliances:**
63. The Updation of the Laws / Rules / Regulations.
64. One of the ways of Updation of compliances in the software – is through batch file updates.
65. This can be done by either by Admin/ Solution Provider.

- **Access Control**
66. A custom-defined role-based access control mechanism.

- **Auditor access**
67. Ability to provide required access to internal, external, or statutory auditors.

For Procurement (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/Tool

- **Search**
  68. Search for objects like documents, compliances, tasks etc.
- **Export and Import**
  69. The product shall have the capability to export the data to file (.csv, .pdf etc)
  70. The product shall have the capabilities to import the data from external file (.csv,.pdf,etc) as bulk upload.
- **Third Party**
  71. CMS should have the capability to monitor third party compliances.

Implementation And Support:

72. **Work Schedule**: The successful bidder will draw a work schedule of each activity indicating Installation/Training/Handholding support to be carried out on with the time schedule. The work schedule is to be drawn in consultation with the ICAT nominated department/team.

73. **Maintenance of Records/Logbooks**: The successful bidder will maintain the records of the works performed through a logbook in soft copy/hard copy. These log-books are to be verified and by the in charge of any technical Dept/any other dept and nominated nodal officer on a monthly basis. In case of any irregularity/deficiency noticed, action shall be taken as per applicable rule.

Implementation (overview)

Identification of applicable laws: Solution Provider will understand the business of the ICAT, engage with departments and finalize the laws and applicable compliances within such laws.

- Key User Identification: ICAT will review the list of applicable central & states laws, licenses and required compliances and share particulars of the users to be assigned roles in the solution.

- Process Understanding: The implementation team of the Solution Provider will have rounds of discussions with the ICAT team to:
  - understand the roles & responsibilities of various individuals within organizations towards compliances.
  - identify working / reporting relationships and escalation hierarchies for various compliances.
  - understand the relation of each department vis-à-vis the compliances.
  - understand the roles & responsibilities of third parties towards compliances.
  - plan and implement an integration of departments and third party for effective compliance management Functional and Technical updates as per the latest version available in the market.

- Installation & Set-Up: Basis the understanding with the ICAT team, the implementation team of the Licensor will
  - configure the solution with applicable law;
  - create login of different users within the organization.
  - Set-up escalation hierarchies for various compliances.
  - will assist the core team to define and create various master data setup parameters.

- User Training: Once the set-up is complete, the Licensor's team will conduct end user training.

Post Implementation - Scope of Work

- Legal Updates Services
- The Licensor should have a dedicated team researching changes, notifications, amendments, announcements in all the acts available in the application. The Licensor will:
- keep track of regulatory updates and communicating the same to the Users; and
- Proactively upgrade the existing compliance calendars with the relevant changes.

For the above-mentioned support, SLA's are as follows:

Type of Update	System Updating Timelines
Change of date in Compliance Filing	2 Working Days of the notification
Change in compliance live in Software	15 Working Days of the notification
New Compliance addition in existing acts	15 Working Days of the notification

For Procurement (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/Tool

Software Updates:

Technology is evolving and so are the requirements of the application. With dedicated teams working to manage and upgrade applications, the Licensor will ensure the following are promptly provided to the ICAT on a regular basis to avoid disruption to the Services:

- system bugs resolution
- technology upgrades to newer versions
- new features in application

- For the above-mentioned support, SLA's are as follows:

Severity	Description	Modes	Response Time	Max Resolution / work around Time
S1	A critical function is not available, or the system hangs or system crashes repeatedly and ICAT cannot continue working. The operation is a mission critical to the business and the situation is an emergency	Call, followed by logging a Service Request	2 Working hours of communication of error	8 Working Hours
S2	Severe loss of service. Important features are unavailable with no acceptable work around; however, operations can continue in a restricted fashion	Logging SR	2 Working hours of communication of error	1-2 Working Days
S3	A minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality	Logging SR	4 Working hours of communication of error	2 Working Days
S4	Request for information or clarification but there is no impact on the operation of the software (no loss of service)	Logging SR	4 Working hours of communication of error	3 Working Days

Locations & Offices coverage

The following locations shall be covered under the scope:

Name of Entity	Type of Unit	Location	No. of Units
International Centre for Automotive Technology (ICAT)	ICAT Centre – 1 (Regd. & Corporate Office, Testing)	Manesar, Gurugram, Haryana, India	1
	ICAT Centre – 2 (Testing)	Manesar, Gurugram, Haryana, India	1
Total			2
Note: -The Solution/tool shall provide flexibility to add new locations outside the state of Haryana/within Haryana from the current location			

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For Procurement (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/Tool

Annexure A

Section 1
Form of Technical Evaluation Criteria/Form of Technical Bid

In order to qualify in the Techno-Commercial Bid, the bidder must submit the documentary evidence in support of the following:

Sr. No	Criteria	Compliance	Max Marks	Documents to be submitted
1.	ISO Certifications /Other Certifications	The bidder should be certified minimum with the following certificates: 1. ISO 27001 Any of the certifications below would be awarded an additional mark: 2. ISO 9001 3. ISO 20000 4. ISO 22301 5. SOC2 (System and organization control)/any other related certification/compliance) Marks: If only ISO 27001: 10 Marks For additional certificates, a maximum of 10 marks shall be awarded i.e.@ 2.5 marks each for Sr. No. 2-5 above.	20	Valid Copy of certifications to be submitted
2.	O&M Support	The bidder is required to provide (Operational & Management (O&M) support with (Monday-Friday, timing: - 09:00 to 5:00 pm) with a dedicated project manager contact to provide Technical Assistance Centre (TAC) support. The bidder should have technical staff with the skill sets of (Software Development, System (Windows, Linux)/Network/Database/Security Administrator, Middleware/Application technical support experts, etc.) On demand, on-site technical support is also to be provided by the Solution Provider at the location where required. Marks: <10 technical staff or = 10 technical staff :5 Marks > 10 technical staff: 10 Marks > 25 technical staff: 20 Marks	20	Copy of support contract with O&M. Undertaking signed by the bidder in format given in the **Annexure B-Form II Declaration/Un dertaking by the bidder** of the tender.
3.	Manpower Strength	The bidder should have a workforce of **at least 25 professionals**, including experts in data center management, networking, system administration, cloud services, and cloud security, on their payroll as on the submission date of this bid. The bidder should have **at least 01 compliance lawyer with a minimum of 02 years' experience** in interpreting relevant laws and regulations. Additionally, **the Solution Provider should have a designated project manager with a minimum of 3 years of experience in compliance management solution/tool.** Marks: > 1 lawyer and >1 manager: 10 marks =1 lawyer and =1 manager: 5 marks < minimum: 0 marks	10	Certificate from HR on the letter head of the bidder certifying the availability of the resources on their payroll as on date of submission of the bid as per the requirement.
4.	Technical Support	The bidder should have functional (Monday-Friday, timing: - 09:00 to 5:00 pm) Helpdesk support with dedicated project manager to provide technical support over telephone, chat, mail and ticketing system. Marks: Yes = 10 marks, No = 0 marks	10	Copy of Support matrix with mention of contact details

For Procurement (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/Tool

| 5. | Experience | The bidder should have completed at least 3 projects related to implementing a compliance solution for equal or over 30 users for any Central Government of India/State Government of India/PSU/Government body of India/Public listed Company/Private Listed Company in the last 3 (three) financial years. – 10 marks.

In case, the bidder has at least 1 project of Central Government of India/State Government of India/PSU/Government body of India in the last 3 years - Additional 5 Marks.
≥ 02 projects: 10 Marks
≤ 1 project: 5 Marks
0 project: 0 Marks | 20 | Work Order/ Copy of Completion Certificate from client. |
| 6. | Solution Capability | Technical Presentation and Quality of Proposal. Presentation should be strictly made on the given points. | 20 | Technical Presentation |

Note:

I. Declaration to the effect that the applicant has carefully read all the terms & conditions of the Tender Document, and he is fully satisfied and accepted all the terms & condition of the Tender as per **Form-I, Form-II Declaration / Undertaking by the Bidder, Form-III Declaration / Undertaking for Bug free Solution/Tool, Form-IV Format for Annual Turnover, Form V-Certificate regarding declaration of local content and Form VI-Vendor Information Form (VIF)**

II. Minimum essential eligibility will be evaluated based on documents as detailed above.

III. The Technical Evaluation Committee appointed by the ICAT shall carry out its technical evaluation as per criteria specified in the form of technical criteria in Section-1 of Tender document where **minimum 70 marks are required** to qualify technically. Thereafter, technically qualified applicants would be called for a financial quote for implementation of statutory compliance management application software for ICAT.

IV. After the short listing of Solution Provider / agency based on their Technical Proposal including the presentation, the Financial Proposals of only Technically Qualified Bidders would be opened. ICAT will appoint a Solution Provider / agency for the **Procurement (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/Tool** for ICAT for five (05) years of period of contract and subject to satisfactory performance on an annual basis and request in writing by the selected solution provider/tool.

V. All the intending applicants are required to be technically eligible as per the Minimum Eligibility Criteria & Technical Evaluation Criteria and other conditions as mentioned in **Annexure A** in the tender document.

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For Procurement (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/Tool

<u>**Annexure A**</u>

3) <u>Role of ICAT And Statutory Compliance Solution Provider</u>

(A) Role of ICAT

1. ICAT will shortlist the solution/tool provider among the applicants who will be eligible to participate in the tendering process through Tender for **Procurement (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/Tool.** ICAT will open the Financial Proposals of only Technically Qualified Bidders. The Technically Qualified Bidders, if they so desire, may remain present at the time of the opening of the Financial Proposals.

2. ICAT will provide necessary infrastructure to the staff that will deploy by the solution/tool provider in ICAT for the implementation of the statutory compliance management application software/solution.

(B) Role of the Solution/Tool provider

1. Solution/tool provider will submit technical and financial bids as prescribed in the tender document.

2. No tender will be accepted through e-mail.

3. After receiving the letter of Letter of Award (LoA) / Purchase Order (PO) for the **Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/Tool**, the Solution/tool provider will mobilize its resources for the requisite services.

4. The Implementation process shall start from the date mutually agreed by the ICAT and solution/tool provider.

5. The Solution/tool provider is expected to provide timely and good quality services as per the given Scope of Work in this tender document.

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For Procurement (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/Tool

4) ICAT Terms & Conditions

1. ICAT reserves the right to reject any or all the tenders in part of full without assigning any reason thereof.
2. **Delivery/Completion Period:**
   - Implementation should be completed within a period of 60 working days from the date of notice to proceed.
   - Annual Subscription Cost: The engagement period will be 5 years based on the annual performance, starting after the Implementation of the compliance solution/tool.
3. **Liquidity Damages:** The work/service should be completed strictly as per time limits specified in the work contract/agreement, failure to complete the work/service within the stipulated time will make you liable to an unconditional penalty of ½% (Half Percent) of the value of work per week subjected to a maximum of 10% (Ten Percent) of the work contract.
4. **Scope of Work:** Procurement (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/Tool.
5. The successful bidder shall schedule delivery dates after confirmation from the user department.
6. In the event of any dispute on this account, the decision of ICAT shall be final and binding on the Contractor/supplier.
7. All other applicable statutory taxes i.e. TDS will be deducted at source.
8. **Qualification Criteria:** The bidder whose bid meets the technical specification given above would only be considered (As per conditions mentioned in Evaluation Criteria).
9. **Payment Term:**
   - **One time implementation cost (One time implementation cost, Data migration (5 years) , single sign on , integration with AD) :** 100 % payment upon 100% completion of one-time implementation as per the timeline of this subject to applicable penalties as mentioned in **Annexure A**
   - **Annual maintenance services Cost:** shall be paid quarterly subject to applicable penalties as mentioned in **Annexure A**
10. **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.
11. **Supply/Service Location**: At ICAT Centre-1/ICAT Centre-2 Manesar.
12. **Billing Address**: International Centre for Automotive Technologies Plot no. 26, Sector-3, IMT Manesar, Gurgaon, Haryana **GSTIN 06AABAN9435G2ZI.**
13. The bidders are expected to carefully examine all the contents of the Tender Document including instructions, conditions, terms, specifications and take them fully into account before submitting their Bid. Failure to comply with the requirements as detailed in these documents shall be at the Bidder's own risk. Bids which are not responsive to the requirements of the Tender Document will be rejected.
14. All Transportation accommodation and fooding expenses shall be borne by the bidder
15. The work order shall be placed on single bidder for complete BOQ of Annexure "A" the basis of overall L-1 bidder.
16. Interested bidders must quote compulsorily for complete activity/job as per Annexure A, else their bid will not be considered for further processing and shall be liable for disqualification without further notice
17. The comparison of the bids shall be on basis of total price (Inclusive of all taxes etc) quoted by the bidder. No comparison of individual item will be made the individual item charge is only for reference purpose of this office.
18. **Billing**: All bills and accompanying documents should be raised and submitted in original as per the payment terms and should be accompanied by original copies of duly receipted/certified delivery challan/work progress or completion certificate, as applicable. No payment shall be released against any duplicate bills, work progress report or completion certificate or delivery challan. All applicable taxes such as GST, service tax, and works contract tax shall be mentioned separately in the invoice.
19. **Proposal Validity Period:** Bids validity should be at least 120 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 thirty (30) days without any modification and without giving any reason thereof. Conditional extension of bid validity shall not be accepted and ICAT reserves right to reject such bid/s and proceed with the bidding process with the remaining bidders.
20. **Note**: It is mandatory for the bidder to comply with the complete technical requirement given in the bid document. In the event the bidder does not comply with the technical requirement, he shall be disqualified, and any deviation proposed on technical requirement from the bidder end will not be considered at all. Disqualified bidders will not be eligible to make any claim.

21. **Data Handover:** If the contract is terminated, the complete data backup will be handover to ICAT in SQL format or any other database format and/or PDF and the agency may erase all the information and database from their server and will not have any further access to the data of ICAT. The employees of the agency shall not use or share such data with any person/entity/organization after the data handover and if on enquiry it is found that there has been sharing of secret data of ICAT, ICAT shall beat liberty take appropriate steps as permissible in law including claim of damages which may be double the amount of the present contract and/or blacklist of the organization for participating further work

of the company. The solution provider liability for any claim arising out of this software usage for any reason whatsoever is limited to the actual amount paid.

22. The Implementation/Maintenance/Training/Support etc. and related jobs should be carried out under the supervision of C&L Dept./Parivartan Dept./Maintenance Dept. of ICAT or any authorized person/dept. of the company. At least 5 days training & Hand holding support of at least 30 heads should be provided at office/operational units. The agency shall be capable of troubleshooting/rectification of bugs in time required to set right the functional issues/breakdown. In case of non-performance / critical issues unattended for a period of 4 weeks / poor service during the period of execution of the job, the company reserves the right to terminate the contract at any point of time after serving a notice of two months/60 days in advance.

23. **Period of Contract:** The contract shall be for a period of 5 (five) years, based on the annual satisfactory performance at sole discretion of ICAT, starting after the Implementation of the compliance solution/tool go live. Annual Maintenance charges shall be paid from the first year onwards after the successful implementation of the solution/tool.

24. **Certificates/Forms –** The Solution Provider/Agency/Firm will obtain necessary certificates/Forms as required by law from the competent authority. In case of any offense on the services, Solution Provider/Agency will be solely responsible for its penalty and consequences.

25. **Representations And Warranties: -** The Solution Provider hereby represents and warrants that:
   a. It has, and shall always, during the Term of this Agreement, maintain all licenses, consents, approvals, registrations, and the like, as may be required under applicable laws, to provide the Services, including but not limited to, compliance of applicable labour laws, obtaining and maintaining licenses and registrations required by any and all governmental authorities.
   b. It has established and continues to maintain effective security measures to safeguard ICAT data from access or use not authorized under this Agreement and must notify the ICAT of any suspected or actual unauthorized use, disclosure or copying of Confidential Information.
   c. It shall comply with all safety and information security standards and procedures in line with ISO 27001 standards or any reasonable and industry wide accepted Information Security standards.
   d. It shall be responsible for any liability, losses, fines, penalties, fees, damages, or costs arising from any non-identification of acts, law, circulars or any other laws non-compliance by the Solution Provider with the ICAT's instructions.

26. **Confidentiality And Secrecy**
   a. The Solution Provider itself and it shall also ensure that its employees, permitted subcontractors and agents shall: (a) not reveal to any person directly or indirectly any confidential operations, processes, know-how, dealings or information concerning the organization, policies, procedure, of the ICAT or any information concerning the Services, activities, business, images, objects, properties and other information (collectively, "Confidential Information"); (b) keep with complete secrecy all Confidential Information; (c) not use or attempt to use any such Confidential Information in any manner except as may be required for the performance of the Services under this Agreement; (d) not to sell any Confidential Information to any third parties; (e) not to store, make copies, download, transfer any Confidential Information to any of his/her account not authorized for use by the ICAT; The Solution Provider agrees to keep confidential all Confidential Information and to limit access to such information and materials to those who need to know and who are contractually bound by policies of confidentiality with substantially similar function, purpose, scope and effect which are no less stringent than as accepted under this Agreement.
   b. The Solution Provider shall upon termination of the Agreement, return & destroy (as instructed) all the materials provided by the ICAT for performing the Services under this Agreement and all personal information or proprietary information which he/ she had access to during the course of his/ her deployment/ appointment to the ICAT's representative. Any breach of this condition would entitle the ICAT to take such action as would be appropriate in the circumstances and/or claim damages.
   c. Notwithstanding the disclosure of any Confidential Information by the ICAT to the Solution Provider, the ICAT shall retain title and all intellectual property and proprietary rights in the Confidential Information. Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly, impliedly, or otherwise in favour of the Solution Provider over any of the Confidential Information disclosed by the ICAT.

27. **Data Security**
   a. **Processing of ICAT Data.**
   Solution Provider will only process ICAT Data in accordance with the Agreement and will not use or process ICAT Data for any purpose other than in its capacity as processor appointed by the ICAT.
   b. **Data Security.**
   Solution Provider will implement and maintain all appropriate technical, administrative, and organizational measures required to: (i) ensure a level of confidentiality and security appropriate to the risks represented by the processing and the nature of ICAT Data; and (ii) prevent unauthorized or unlawful processing of ICAT Data, accidental loss, disclosure or destruction of, or damage to, ICAT Data.
   c. **Return or Destroy ICAT Data.**

Upon completion of Solution Provider's obligations in relation to processing of ICAT Data under this Agreement or upon the ICAT's request at any time during the term of this Agreement, Solution Provider will either:
- return all or subsets of the ICAT Data in Solution Provider's possession to the ICAT;
- render all or part of ICAT Data anonymous in such a manner that the data no longer constitutes personal data; or
- permanently delete or render all or parts of the ICAT Data unreadable.

Upon the ICAT's request, Solution Provider must provide written confirmation to the ICAT of the anonymization, return, and deletion of ICAT Data.

28. **Property Rights**
   a. The Solution Provider hereby acknowledges that all Intellectual Property Rights including but not limited to trademarks, trade name, logo, copyrights, of the ICAT and any data and/or material provided by the ICAT to the Solution Provider (including but not limited to know-how, product composition, product specifications) shall remain the property of the ICAT. Except as set forth in this Agreement, the Solution Provider shall not have any right or title to any Intellectual Property Rights attached to such Intellectual Property belonging to the ICAT and the Solution Provider shall not claim any such rights or title. The Solution Provider shall not use the name, trademarks, or Intellectual Properties of the ICAT in its advertising or other publications or in any other manner without the prior written consent of the ICAT. The Solution Provider shall not do or abstain from doing any act, which causes damage to the reputation of the ICAT or its trademarks.
   b. ICAT hereby acknowledge that the software, codes, data base, compliance check list, designs etc. pertaining to the Compliance Management Solution/tool are sole property of Solution Provider till the contract period and they will not do act or omission to infringe the same.

29. **Renewal**

   The contract shall be for a period of 5 (five) years, and renewal based on the annual satisfactory performance at sole discretion of ICAT, starting after the Implementation of the compliance solution/tool go live. Annual Maintenance charges shall be paid from first year onwards after the successful implementation of the solution/tool.

30. **Instructions to the bidder for submission of Bid:**

   Bidders are invited to submit their e-bids through CPP Portal under 2 bid system along with necessary supporting documents

   Technical Bid shall contain the following:
   a. Tender document duly signed and stamped (including Main Tender document, all Annexures and forms) as listed in this document.
   b. Supporting Documents as per requirements duly signed and stamped as listed in this document.

   Financial Bid shall contain the following:
   a. The Bidders should quote for the entire work 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 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. 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.
   d. The bidder must fill in each element of the financial bid in an excel sheet (BOQ) provided in the tender. The bidder must ensure to mention GST % in order to arrive the total amount (inclusive of GST).

31. It is to be noted that the contract is for a duration of 5 years (including One Time Implementation cost - **Part A** for Implementation Cost (business understanding, compliance identification, application set-up, training & reviews, updates & user support) i.e. One time tool Implementation Cost (Identification and preparation of checklists of all laws, rules, regulations, etc. applicable to ICAT), **Part B** for Uploading & Data migration (Data related to past 5 years) & Single Sign on, integration with AD and **Part C** for recurring cost for 5 years towards License/Subscription cost (including Annual Maintenance Service Cost (updation of the system/solution of compliance database, hosting, maintenance of the system/solution, upgradation, managed services, cloud services & Handholding support).

32. The Bidder must fill in their price as below:
   a. BoQ1 will be filled automatically based on the inputs by the bidders in Part A , Part B & Part C. The total amount shown in BoQ1 will be treated as final amount. Hence bidders are requested to verify the total amount before submission of their bids online on CPP Portal. No changes will be accepted after receipt of bids.
   b. **Part A** for Implementation Cost (business understanding, compliance identification, application set-up, training & reviews, updates & user support), One time tool Implementation Cost (Identification and preparation of checklists of all laws, rules, regulations, etc. applicable to ICAT, **Part B** for Uploading & Data migration (Data related to past 5 years) & Single Sign on, integration with AD and **Part C** for recurring cost for 5 years towards License/Subscription cost (including Annual Maintenance Service Cost (updation of the system/solution of compliance database, hosting, maintenance of the system/solution, upgradation, managed services, cloud services & Handholding support).
   c. The amounts shall be quoted in figures and words and in case of inconsistency, the words shall prevail.

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For Procurement (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/Tool

Annexure B

(Please note- No change in format/declaration is permitted)
FORM-I
DECLARATION / UNDERTAKING BY THE BIDDER

Dated: _____

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

Ref: Tender NIT No: ICAT-T-C and L-DCR-2024-25-200

Sub: "(Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/ Tool" at ICAT, Manesar (Haryana)"

In response to the tender invited by you I/we examined scope of work and other ICAT terms and conditions of the contract. I/we agree to abide by all instructions in these documents attached here to and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice.
 The following minimum features will be cover under implementation of the software system: -

(i)   Identification of all laws applicable to ICAT enacted by central & state legislature.

(ii) Identification of all applicable rules & regulations and by laws under the central & states statutes & also the municipal laws.

(iii) Identification of extent of compliances mandated by those laws.

(iv) Classification of nature of compliances.

(v) Identification of repercussions of non-compliances of the mandated provisions.

(vi) Preparation of compliance check list, formats, unit wise, Deptt wise for offices.

I / We further undertake that:
(i)   We are eligible for the Implementation, Subscription, Updates and On-Going Support of Digital Compliance Management Solution/ Tool.

(ii) We have a valid registration certificate, issued by the Competent Authorities.

(iii) We have not been blacklisted or declared as ineligible to act as Consultant/ Consultancy Firm by the Central Government, the State Government or any public undertaking, autonomous body, authority or any private listed company.

(iv) The proposal submitted hereunder shall remain valid for a period of at least 120 days from the last date for submission of the proposal.

(v) No other cost/ expenses/taxes/levies shall be payable by ICAT except mentioned in financial proposal.

(vi) Submission of the proposal by the Bidder shall constitute acceptance by the Bidder of all the terms and conditions mentioned in this tender. In the event of any contraction in the terms and conditions as mentioned in Tender, ICAT decision shall prevail.

                                                                              Yours faithfully,

Date: Signature of the Authorized Person
Place: Name of the Authorized Signatory:
                                                         Designation:
                                                         Name of the Organization: Seal:

For Procurement (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/Tool

Annexure B

(Please note- No change in format/declaration is permitted)
FORM-II
DECLARATION / UNDERTAKINGBYTHEBIDDER

Dated: _____

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

Ref: Tender NIT No: ICAT-T-C and L-DCR-2024-25-200

Sub: (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/ Tool" at ICAT, Manesar (Haryana

I/We, _____(Name of the Bidder), hereby certify that:

i.   The entity has _____(number) technical staff with the skill sets of Software Development, System (Windows, Linux) / Network / Database / Security Administrators, Middleware / Application and technical support experts, etc.

ii.   The entity has Operations & Management (O&M) support with (9:00 am to 5:00 pm-Monday to Friday) Technical Assistance Centre (TAC) support (9:00 am to 5:00 pm-Monday to Friday).

iii. On-site technical support (on demand) will be provided at ICAT, where required.

iv.   The engagement period (implementation, subscription, updates and on-going support/service support of digital compliance management solution/tool) will be of 5 years, which will be yearly renew based on the annual satisfactory performance at sole discretion of ICAT, starting after the Implementation of the compliance solution/tool.

Yours faithfully,

Date: Signature of the Authorized Person
Place: Name of the Authorized Signatory:
                                                       Designation:
                                                       Name of the Organization: Seal:

For Procurement (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/Tool

<u>**Annexure B**</u>

(Please note- No change in format/declaration is permitted)

<u>**FORM - III**</u>

<u>**Declaration For Bug Free Software**</u>

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

Ref: Tender NIT No: ICAT-T-C and L-DCR-2024-25-200

Sir/Madam,

Sub: Technical Proposal for Procurement (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/ Tool" at ICAT, Manesar (Haryana)

1. To the best of our knowledge, our _____(Name of solution/ tool/product) to be supplied and implemented at ICAT is free from bug/ embedded malicious/ fraudulent code/ Malware/ covert channel in the code.

2. We have addressed and fixed all the issues based on latest Top 10 OWASP (Open Web Application Security Project) vulnerabilities.

3. There are no back doors or trojans in the solution.

Yours faithfully,

Date:
Place:

Signature of the Authorized Person
Name of the Authorized Signatory:
Designation:
Name of the Organization: Seal:

For Procurement (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/Tool

Annexure B

(Please note- No change in format/declaration is permitted)

FORM-IV
Format for Annual Turnover

Ref: Tender NIT No: ICAT-T-C and L-DCR-2024-25-200

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

ANNUAL TURNOVER

The Annual Turnover to be provided in the following format for the 03 (three) Financial Years.

Financial Information (in INR)			
Financial Year	2021-22	2022-23	2023-24
Annual Turnover (in lakhs)			
AVERAGE ANNUAL TURNOVER:			
Note: Annual turnover should be certified by Chartered Accountant/ Statutory Auditors.			

Certificate from the Chartered Accountant/Statutory Auditor

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

Name of the audit firm:
Seal of the audit firm:
Membership No. of Chartered Accountant:

UDIN:

Date:

(Signature, name and designation of the Chartered Accountant)

Note:
1. The details submitted by the Bidder in FORM IV must be corrected and submitted by the bidder with UDIN. Form IV submitted without valid UDIN shall not be considered.
2. Average annual turnover over the last three years (i.e. 2021-22, 2022-23 & 2023-24) shall be min. INR 40 Lacs.
3. Financial turnover: Financial statement / certificate duly signed and stamped from authorized Chartered Accountant with UDIN no

For Procurement (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/Tool

Annexure-B

(Please note- No change in format/declaration is permitted)
FORM-V
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)

Ref: Tender NIT No: ICAT-T-C and L-DCR-2024-25-200

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 the location at which local value addition will be made is as follows:
_____
_____

Yours faithfully,

Date: Signature of the Authorized Person
Place: Name of the Authorized Signatory:
                                                              Designation:
                                                              Name of the Organization: Seal:

For Procurement (Implementation, Subscription, Updates and On-Going Support) of Digital Compliance Management Solution/Tool

(Please note- No change in format/declaration is permitted)
FORM VI
Vendor Information Form (VIF)

1	Name of the Bidder	
2	Address of the Bidder	
3	Contact Details of the Bidder	
	Telephone No. With STD Code	
	Fax No.	
	Mobile No.	
	E-mail ID & Website, if any	
4	Nature of Business (Product/Services)	
5	Name of Proprietor/Partners/Directors of Firm/Agency	
6	Company Establishment Year	
7	Whether registered with NSIC/Startup/MSE/SSI (Please enclose relevant self-attested photocopy of Certificates)	
8	Bidder Bank Details (Please attached cancelled cheque) :	
	Name of Account Holder	
	Account Type (Current/Savings)	
	Complete A/c No.	
	Name of Bank	
	Name of the Branch with Complete Address	
	IFSC Code of the Branch	
	9 Digit MICR Code of the Branch	
9	Legal status of the bidder such as Company, partnership/proprietorship concern /JV etc	
10	GST Registration No.	
11	Permanent Income Tax Number (PAN) No.	
12	MSME Registration No. (if applicable)	

(Seal of Organization & Signature of Authorized Signatory)

Date: ……………