



बिड संख्या / Bid Number: GEM/2025/B/6912781

दिनांक / Dated: 20-11-2025

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	11-12-2025 13:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	11-12-2025 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम / Department Name	Department Of Heavy Industry
संगठन का नाम / Organisation Name	N/a
कार्यालय का नाम / Office Name	National Automotive Board
वस्तु श्रेणी / Item Category	Office Productivity Suite - Microsoft Office 365; More than 300
अनुबंध अवधि / Contract Period	3 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	300 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	6 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	886753

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	38

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this

Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

International Centre for Automotive Technology
Plot No. 26, Sector-3, HSIIDC, IMT Manesar, Gurugram-122050
(Icat)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and

based on competitive prices received in Bid / RA process.

5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Price Bid - [1763623392.xlsx](#)

This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-

Parameter Name	Max Marks	Min Marks	Evaluation Document	Seller Document Required
Technical Evaluation	100	80	View file	Yes

Total Minimum Passing Technical Marks: 80

Office Productivity Suite - Microsoft Office 365; More Than 300 (600)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Deployment Model	Public Cloud
Type of Service	Microsoft Office 365
No of Users	More than 300
एडऑन /Addons	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Girish Chander	122051,INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY Plot No 26, Sector 3, HSIIDC, IMT-Manesar, Gurgaon 122050	600	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Option Clause: Excess Settlement. The excess settlement has been enabled for the service, allowing service providers to include additional charges up to a specified percentage of the item-level total value, including add-ons, in their invoices. Service providers must declare the applicability of additional charges during invoice creation and submit mandatory supporting documents to avail this option. The total invoice amount, including additional charges, shall not exceed the agreed-upon excess settlement percentage for the order.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Renewal & Managed Support of Microsoft 365 Licenses for 3 years at ICAT Manesar Haryana as per Scope of Supply/SLA

ICAT shall award the contract on GeM for 3 years however successful bidder must ensure that the Licenses to be renewed on yearly basis.

The successful bidder must ensure that the licences should be renewed before the expiry of the existing license on yearly basis upto 3 years. The existing licenses are expiring on 28-12-2025.

Bill of Material

Item	Quantity
Renewal of Microsoft 365 Business Premium for 3 years	300
Renewal of Microsoft 365 Business Standard for 3 years	300
* Offsite L3 technical support, available 24x7x365x3year, shall be included to meet the scope of work	Lumpsum

*** Note : For all critical issues, the successful bidder is required to provide onsite technical service support without delay as and when required basis wi**

thout asking for any additional charges

4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



International Centre for Automotive Technology

**Tender for “Renewal & Managed Support of
Microsoft 365 Licenses for 3 years at ICAT Manesar
Haryana”**

TENDER NO. ICAT/GeM/IT/Office 365/2025-26/329

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 GeM 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	<p>“Renewal & Managed Support of Microsoft 365 Licenses for 3 years at ICAT Manesar Haryana”</p>
EMD Amount	<p>INR 8,86,753/- (Rupees Eight Lacs Eighty Six Thousand Seven Hundred Fifty 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 G 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. 8,86,753/- 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 GeM 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)
 - c) Supporting Documents as per requirements
 - d) **Bidders must not divulge price of tendered item in technical bid. Violation of the same may lead to rejection of the bid**
- 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, 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.
2. The bidders must have registered office /Service Support office in 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. Solution partner designation is mandatory (data and AI (Azure), Infrastructure (Azure), Modern work and security).
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. **Performance Security:** Within fifteen (15) calendar days from the date of award of the Contract on the GeM Portal, the Supplier shall furnish a Performance Security in the form of either a Performance Bank Guarantee (PBG) or a Fixed Deposit Receipt (FDR) or online payment via NEFT/RTGS amounting to three percent (3%) of the total Contract value. Performance Security shall be submitted in favour of the Purchaser “International Centre for Automotive Technology” and must remain valid for a period extending up to the completion of the contract period, i.e., Thirty Six months (36) Months from the date of renewal of licences, plus an additional claim period of sixty (60) days thereafter.

In the case of a Performance Bank Guarantee, it shall be issued by a branch located in Delhi/NCR of any Indian Scheduled bank having branch at Delhi/NCR and shall be strictly in the format prescribed by the Purchaser.

The Performance Security shall be liable for forfeiture, in the event of the Supplier’s failure to fulfill its contractual obligations, including but not limited to delays in delivery, defective performance, or breach of SLA terms.

Failure to submit the required Performance Security within the stipulated period shall constitute a material breach of contract, entitling the Purchaser (i.e., ICAT) to take any action deemed appropriate, including but not limited to cancellation of the contract, encashment of the Earnest Money Deposit (EMD), and initiation of penal or legal proceedings, in accordance with the terms and conditions of the tender and applicable laws.

Performance Security amount shall be held by ICAT interest-free and shall be released to the Supplier only upon the successful completion of contract obligations as defined under the contract. No interest shall be payable on the Performance Security or retained amount under any circumstances
13. This Invitation for Bids is open to all Original Manufacturers/ their Authorized Dealers 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.

- 14.** That the Bidder will assume total responsibility for the application software support during the contract period. 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.

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) before the expiry of the existing licence 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. Any Dispute/Difference arising out of or relating to this tender:** In case any dispute arises between ICAT and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issues under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, Director, ICAT with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at Gurugram and shall be in English Language. The court of Gurugram shall have the jurisdiction.

As per the Guidelines of Arbitration & Mediation in Contracts of Domestic Public Procurement issued by The Department of Expenditure Procurement Policy Division under Ministry of Finance, Govt. of India through OM No. F.1/2/2024-PPD dated 03.06.2024, the arbitration shall be restricted to disputes with a value less than Rs. 10 crore. This figure is with reference to the value of the dispute (not the value of the contract, which may be much higher). In all other cases where value of dispute is above 10 crore, arbitration will not be a method of dispute resolution in the contract.

- 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 recovery 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. 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)] ds 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

7. **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.
8. **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.
9. **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.
10. **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
11. **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.
12. 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).
13. 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.

14. I / We hereby declare that I / We have read and understood the above instructions for the guidance of the Tenderers.

SCOPE OF WORK / Service Level Agreement

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 3 years. The successful bidder must ensure that the licence should be renewed every year upto 3 years before the expiry of the existing licence (i.e. 28-12-2025).
2. ICAT may procure any additional quantity of licenses with the same terms and conditions during the contract period as per provision of GeM.
3. The bidder should provide onsite training of all features of Microsoft Office 365 to ICAT employees as and when required basis.
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.
6. The service provider must provide offsite Level-3 technical support on 24x7x365x3 years basis. For all critical issues, the successful bidder is required to provide onsite technical service support without delay as and when required basis without asking for any additional charges.
7. The bidder should have atleast 10 Nos. of technical staff with the skill sets of Microsoft 365 (Windows/Linux, 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.
8. The bidder will be responsible for the complete data privacy, security & backup up to 90 days.
9. Bidder should be responsible for any identified vulnerabilities and must be promptly addressed & fixed without any additional charges.
10. Security audits should be conducted by the bidder in each quarter. The report must be submitted to ICAT quarterly.
11. The bidder will be responsible to convert & provide “PST” file of demanded employee.
12. 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.
13. The service provider/ bidder should provide all technical configuration documentation and training materials to the ICAT.
14. Set up and configuration of Microsoft Intune for all users.
15. Configuration of devices.

16. Centralized management via Microsoft Intune Admin Center.
17. Supports Windows, Android, Linux, macOS, iOS/iPadOS, devices.
18. Integrated with Microsoft Entra ID for identity and access control.
19. Includes Endpoint Security with Microsoft Defender for Business.
20. Device enrollment and compliance policies.
21. App protection policies for managed and unmanaged devices.
22. Conditional Access enforcement via Entra ID.
23. Role-based access control for IT administrators.
24. Reporting and analytics for device health and compliance.
25. Supports phased rollout using Intune planning templates.
26. Control access, interaction, and deletion of company data on various devices.
27. To deploy apps and configure application-related settings.
 - Under Intune policies: - Set up Device Enrolment to allow users to enroll devices for management, including mobile devices, laptops, and desktops.
 - Create Policy Management to Intune allows organizations to set and enforce security policies, including password policies, device compliance policies, and access controls.
 - Create Application Management Policy can manage and deploy apps, including company-owned apps, public apps, and custom line-of-business apps.
 - Creating MAM Policy for Intune can apply policies to manage and secure mobile apps, including data encryption, copy and paste restrictions, and app-specific passcodes.
 - Setup MDM can manage and monitor mobile devices, including remotely wiping devices and locating lost or stolen devices.
 - Creating Conditional Access policy can control access to corporate data and resources based on device compliance and user credentials.
 - Setup User Self-Service features allow users to manage their devices and perform common tasks, including password resets and device wipes.
 - Create App Protection Policies can apply policies to protect company data in mobile apps, even on personal devices.
 - Custom Branding features setup can be customized with an organization's branding and logos for a seamless user experience.
 - Setup Windows Autopilot can simplify Windows device deployment with the Windows Autopilot feature, reducing the need for IT intervention.
 - Push app for all OS (supported) Intune provides an inventory of installed apps on devices under management, allowing IT staff to ensure compliance with company policies.
 - Create App Deployment policy can deploy apps to devices automatically or through self-service portals.
 - Multi-Factor Authentication setup can require multi-factor authentication for access to company resources on devices under management.
28. Under Entra ID:-

29. Reconfiguration as and when required.
30. Supports Conditional Access based on user, device, and location.
31. Self-Service Password Reset (SSPR) for cloud users.
32. Hybrid identity support via Azure AD Connect.
33. Dynamic group membership and group-based licensing.
34. Privileged Identity Management (PIM) for role elevation.
35. Audit logs and sign-in reports for monitoring.
36. Integration with Intune for policy enforcement.
37. Lifecycle automation and access governance.
38. Monitoring & Metrics:
 - Real-time health checks and alerts.
 - Targets: <5 min detection, <30 min mitigation
39. Manage complete AD
40. Manage User and Group Azure AD allows IT administrators to manage user accounts and groups, including creating, updating, and deleting accounts.
41. Setup Single Sign-On (SSO) if required Azure AD enables users to sign in once and access all their cloud-based and on-premises applications.
42. Setup Multi-Factor Authentication (MFA providing an extra layer of security for user authentication.
43. Manage applications in Azure AD enables IT administrators to manage access to cloud-based and on-premises applications, including assigning permissions and revoking access.
44. Setup Self-Service Password Reset enables users to reset their passwords without involving IT administrators.
45. Creating Conditional Access policy allows organizations to control access to resources based on device and user attributes, location, and more.
46. Manage Guest User to enable IT administrators to manage external users' access to organizational resources.
47. Create Password Protection policy Azure AD allows IT administrators to define password policies and protect against common password attacks.
48. Custom Domain Names: Azure AD allows organizations to use custom domain names for user sign-ins and email addresses.
49. Setup Security Defaults in Azure AD offers security defaults to help organizations meet security requirements and protect against common attacks.

50. Setup if required Azure AD Authentication Methods: - username and password, smart card, and FIDO.
51. Integrating Azure AD (now called Microsoft Entra ID) with your on-premises Active Directory enables a hybrid identity solution. This allows users to access both cloud and on-premises resources with a single identity, improving security and simplifying management.
52. 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.
53. 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.
54. The service provider /bidder should configure and comply with all audits related points on Microsoft Office 365 Solution implementation in the ICAT.
55. Sync of On-premises AD with Azure AD. So that SSO can be implemented easily with upcoming software.
56. MFA activation through Entra ID bundled with each MS 365.
57. Configure & register it in Azure AD and configure SSO.
58. 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. It must note that the successful bidder cannot ask for additional cost towards support charges of additional licences.

Bill of Material

Item	Quantity
Renewal of Microsoft 365 Business Premium for 3 years	300
Renewal of Microsoft 365 Business Standard for 3 years	300
Offsite L3 technical support, available 24×7×365×3year, shall be included to meet the scope of work	Lumpsum

Note : For all critical issues, the successful bidder is required to provide onsite technical service support without delay as and when required basis without asking for any additional charges.

59. Support and Response Time Penalties

59.1 The Supplier shall meet the following response and resolution times for support incidents:

- **Critical incidents:** response within **1 hours**, resolution within **2 hours**
- **High priority incidents:** response within **1 hours**, resolution within **4 hours**
- **Medium/Low incidents:** response within **1 hours**, resolution within **6 hours**

59.2 Failure to meet these times shall incur a penalty of **[INR 5000] per incident** or **[10% deduction from monthly invoice]**, whichever is higher.

59.3 Repeated Non-Performance

If the Supplier accumulates more than **10** SLA breaches in any 3-month period, the Purchaser may:

- a. issue a formal notice of non-performance;
- b. require a corrective action plan; or
- c. terminate the Contract for cause.

59.4 Liquidated Damages

The penalties described above constitute **liquidated damages**, not a penalty at law, and represent a genuine pre-estimate of the losses likely to be suffered by the Purchaser.

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 TABLE-A below.
- 1.4 The Technical Bids shall be awarded points (Tn) based on the following evaluation criteria.

TABLE -A

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 6 years of experience in the field of IT support / software licensing / managed cloud services. ≥ 6 years and up to 8 years - 10 Marks Above 8 years - 15 Marks	15
5	Bidders Past Performance	Bidder must have delivered atleast 500 licences per organisation in the past 3 years as under: ≥ 4 projects and up to 5 projects - 10 Marks Above 5 projects - 15 Marks	15
6	Bidder Financial Capability	Average annual turnover of the Bidder during the last 3 (three) financial years shall be atleast 3 crores (i.e. FY 2022-23, 2023-24 & 2024-25) ≥ 3 Cr and upto 5 Cr - 10 Marks > 5 Cr and upto 7 Cr - 15 Marks Above 7 Cr - 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 365 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
	<ul style="list-style-type: none"> ➤ License Cost : 80% of annual license cost will be paid after activation against submission of invoice (Yearly basis) and balance 20% will be paid after completion of six months. The same payment terms will be applicable for next 2 years also. ➤ Recurring cost towards Managed Services/Support Charges : Payment will be made on monthly basis after activation of the licenses. The payment will be released after completion of each month and submission of Invoice.
6.0	Obligations of Successful Bidder
	a. The successful bidder has to supply all the components, services and licenses to make solution complete.

	<p>b. The successful bidder shall deploy their own trained and experienced engineers for implementing, managing and maintaining the system.</p> <p>c. Whenever any new threats / vulnerabilities become public, the bidder/successful bidder shall bring this to the notice of the ICAT immediately and help/guide the ICAT in plugging the same. Once the call has been attended, successful bidder engineers shall put their maximum efforts and deploy their best resources to resolve all calls at the earliest possible time frame at all locations and ensure appropriate uptime.</p> <p>d. The successful bidder to ensure that during implementation of complete, the critical services hosted at ICAT shall not face any downtime due to security breach, security incident, improper configuration of security units/ appliances/ components</p>
7.0	Signing the contract
	<p>a. The successful Bidder may be required to execute a non- disclosure agreement (NDA) and Service Level Agreement (SLA) with International Center for Automotive Technology (ICAT) within 30 days from the date of receipt of</p>
	<p>b. Until the Agreement is formally signed, the Work Order / Letter of Acceptance of Tender issued to the successful Bidder and accepted by him may be operative and binding on the ICAT and the Service Provider.</p>
8.0	On acceptance of the tender, the name of the accredited representatives of the Bidder who would be responsible for taking instructions from ICAT shall be mentioned by the Bidder.
9.0	ICAT has the right to reduce or increase the scope of work during the contract period. 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)
10.0	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.
11.0	<p>Support to Start-ups & MSE’s: The Startup should be registered with DPIIT and produce documentary evidence for the same. The Government of India has ordered the following support to Start-ups/MSE (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).</p> <p>Exemption from submission of Bid Security: Such Start-ups shall be exempted from payment of Earnest Money. They shall be required only to submit Bid Security Declaration.</p> <p>Relaxation in Prior Turnover and Experience: The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for MSE’s and start-up enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final. Please be guided by the tender document.</p>

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 “Renewal & Managed Support of Microsoft 365 Licenses for 3 years 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 shall necessarily be a legal valid entity in the form of Proprietary firm, Partnership Firm, Private Limited Company	PAN Card, GST Registration Certificate, 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 4 organizations (i.e. Central Govt./State Govt./PSUs/Autonomous Bodies & Reputed Private Firms in India in India with more than 500 licenses per organization.	Purchase Order or Client Reference letter with contact details (Name, Designation, Email, and Phone Number) need to be submitted for verification.	
3	The bidder should be Microsoft 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 6 years of experience in the field of IT support / software licensing / managed cloud services	
6	The bidder must have a minimum of 10 employees	Declaration on company letter head with sign and stamp to be submitted	
7	Bidder Financial Capability	Average annual turnover of the Bidder during the last 3 (three) financial years shall be at least 3 Crores (i.e. FY 2022-23, 2023-24 & 2024-25)	

8	Bidder must be having its own dedicated service support center setup in Delhi/NCR with skilled resources, from where this project will be managed, monitored & support services will be provided.	Self-declaration by bidder	
9	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	
10	Bidder must comply to the provision of	<p>a) 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%2023.07.2020.pdf</p> <p>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)</p>	
11	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.	

Bid Rejection Criteria:

1. In case any bidder does not meet any of the above minimum eligibility criteria, their bid is liable for rejection.
2. Even if a single response is unsatisfactory from references submitted then the bidder shall be disqualified. Any internal references from NAB & its centres shall be deemed considered for the purpose of satisfactory reference even without being submitted in the bid.

3. Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
4. Bidders who participated in any previous tender of ICAT and either refused to accept the Purchase Order or failed to supply the material/services will be directly rejected.
5. In addition to the above rejection criteria, if there is non-compliance of any of the clauses of this Tender Document, the Tenders are liable for rejection.
6. Additionally, ICAT could reject any Bid not fulfilling the essential parameters listed in the technical conditions of contract, should the supplier fail in justifying that the proposed solution is equivalent or better than the requested performance.
7. **Bidders may note that GeM is capturing and showing the IP addresses used by the Buyer and Bidder(s)/Seller(s). Bids submitted from IP addresses that are identical to or shared with other Bidders/Sellers shall be deemed invalid and automatically disqualified from further evaluation.**

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/GeM/IT/Office 365/2025-26/329

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:	nitish@icat.in vikram.wadhwa@icat.in , prem.purang@icat.in , javed.rahi@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 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.

Form H

Proforma for Performance Bank Guarantee

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

WHEREAS International Centre for Automotive Technology (ICAT) having its corporate office at Plot No. - 26, Sector - 3, HSIIDC, IMT - Manesar, Gurugram - 1220050, Haryana (India) (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a contract on [*Please insert date of execution of Contract*] (“**Contract**”) with [*insert name of the Successful Bidder*](hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and implementation of the Works (“**Works**” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 3% (three percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract from the post-commissioning stage of the Works under the Contract, including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the Works being performed and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Warranty Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the “**Bank**”) having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) 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 Contractor 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.
- (ii) However, the Bank’s liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*].....only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights

conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the Contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract. Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder. However, if the Contractor’s obligations against which this bank guarantee is given, are not completed, or fully performed by the Contractor within the period prescribed under the Contract, the Bank hereby agrees to further extend the bank guarantee for further periods of six months each till the Contractor fulfills its obligations under the Contract.

We have the power to issue this bank guarantee in your favor under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*]granted to him by the Bank.

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 I

Declaration In Respect of Conflict of Interest

Tender for “Renewal & Managed Support of Microsoft 365 Licenses for 3 years at ICAT Manesar Haryana”.

Tender Detail:

Sr. No.	Particulars	
1	Name of Firm	
2	Office Address Phone No. Fax No. Email ID	
3	Works Address as per Vendor Registration Phone No. Fax No. Email ID	
4	Type of Firm	Private Limited Company / Public Limited Company / Limited Liability Partnership (LLP) / Partnership Firm / Proprietor Firm <i>(Tick whichever is applicable)</i>
5	CIN / LLPIN of Firm	
6	GST No. of Firm	
	Names of all Directors/LLP Partners/ Partners/ Proprietors of Bidder Firm with DIN (if any) and full address (as on the bid submission date)	

7	Sr. No.	Full Name	DIN	Full Residential Address
	1			
	2			
	3			
	4			
	5			

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

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

Partnership (LLP) or Partnership Firm or Proprietor Firm? If yes, give names.	
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WE HEREBY DECLARE AND CONFIRM THAT no bid has been submitted for the quoted item by any other Private Limited Company or Public Limited Company or Limited Liability Partnership (LLP) or Partnership Firm or Proprietor Firm in which any relative of any Director or Partner or Proprietor of Bidder Firm is a Director, Partner or Proprietor. The word “relative” is defined as under:

The Companies Act, 2013 Sec 2(77) “relative”, with reference to any person, means anyone who is related to another, if–

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

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

“A bidder shall not have conflict of interest with other bidders for quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity’s interests. The bidder found to have a conflict of interest

shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for quoted item, if:

- a) *they have proprietor/ partner(s)/ Director(s) in common; or*
- b) *they receive or have received any direct or indirect subsidy/ financial stake from any of them; or*
- c) *they have the same legal representative/ agent for purposes of this bid; or*
- d) *they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or*
- e) *The bidder participates in more than one bid in this bidding process. Participation by a bidder on more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies/ assemblies from one bidding manufacturer in more than one bid.*
- f) *in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:*
 1. *The principal manufacturer directly or through one Indian agent on his behalf; and*
 2. *Indian/ foreign agent on behalf of only one principal.*
- g) *a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.*
- h) *In the case of a holding company having more than one independently manufacturing unit or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.*
- i) *Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.”*

We hereby certify that our Firm M/s. _____ do not have any conflict of interest with other bidders for this tender.

We hereby declare and confirm that the above information and particulars are true and correct.

For (Firm Name)

Signature of Director/Partner/Proprietor/ Authorized Signatory

Authorized Signatory Name:

Place:

Date:

Stamp / Seal of Firm