

MARUTI SUZUKI INDIA LIMITED

REQUEST FOR PROPOSAL

The information contained in this Request for Proposal (RFP) is confidential in nature. The Parties shall not share this information with any other Partner not connected with responding to this RFP.

The information contained in this RFP or subsequently provided to Parties, whether verbally or in writing, by or on behalf of Maruti Suzuki India Limited (MSIL), shall be subject to the terms and conditions set out in this RFP and any other terms and conditions subject to which such information is provided.

The key RFP particulars are provided under **ANNEXURE 1**.

1 Executive Summary

Maruti Suzuki India Limited (MSIL), the largest car manufacturer in India, is a subsidiary of SMC. This document briefs about the MSIL requirements basis on which different proposal will be analysed. Broad scope of the project is defined herewith, however considering the evolution of the business processes, scope will also evolve. Respondent is expected to respond to all the requirements mentioned in the document along with its strategy to evolve with time and need. Responses to the RFP will be sought as per the process mentioned in the schedule of events.

2 Company Details

2.1 An Overview

Maruti Suzuki India Ltd (MSIL) is one of India's leading automobile manufacturer.

2.2 Technology and Manufacturing Facilities

MSIL has two state-of-the-art manufacturing facilities in India. One of the facilities is at Gurgaon spread over 300 acres and the other facility is at Manesar, spread over 600 acres. Another facility at Gujarat is also planned in near future.

The Gurgaon facility

MSIL's facility in Gurgaon houses three fully integrated plants. While the three plants have a total installed capacity of 350,000 cars per year, several productivity improvements or shop floor Kaizens over the years have enabled the company to manufacture nearly 750,000 cars/ annum at the Gurgaon facility.

The Manesar facility

The plant at Manesar is MSIL's fourth car assembly plant having capacity of 750,000 cars per year.

2.3 Sales and Service Network

MSIL has an unparalleled dealer network, comprising of more than 1400 dealership locations across India, which includes sales, service, extension Outlets (e-outlets) etc.

The number of dealership locations has grown by approximately 10% during the last 6 months. MSIL envisages a similar growth of its dealership network in the future.

3 RFP Process

3.1 Respondent Understanding of the RFP

In responding to this RFP, the respondent accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to MSIL, as necessary, to gain such an understanding.

MSIL has absolute discretion to determine whether any respondent has demonstrated such an understanding. That right extends to cancelling any offer. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to MSIL.

Respondent proposals that do not contain sufficient information to permit proper evaluation to be conducted, or in the case of electronic responses, which cannot be effectively evaluated, because the file has become corrupt, may be excluded from the evaluation process without further consideration.

3.2 Good Faith Statement

The information provided by MSIL in this RFP is offered in good faith. Individual items are subject to change at any time. MSIL makes no certification that any item is without error. MSIL is not responsible or liable for any use of the information or for any claims asserted therefrom.

3.3 Communication

Verbal communication shall not be effective unless formally confirmed in writing by the specified MSIL contact official in charge of managing this RFP process. In no case shall verbal communication prevail over written communication.

3.4 Formal Communications

Any respondent requiring any clarifications on the RFP may submit its queries by email to the designated official of MSIL mentioned in the RFP.

The formal communications process is as follows:

- a. Queries concerning this RFP must be submitted in writing by email and be received prior to the closing date pertaining to such queries.
- b. Respondents shall notify MSIL of any discrepancies, errors, or omissions that may exist within this RFP.
- c. Respondents shall recommend to MSIL any enhancements, which might be in MSIL's best interests. These must be submitted in writing by email and be received prior to the closing date pertaining to such queries.
- d. Where clarification given to one respondent enhances the information provided in this RFP, the information may be included in an addendum to inform all other respondents.

3.5 Amendment of RFP

- a. At any time prior to the receipt of proposal, MSIL may, for any reason, whether at its own initiative or in response to a clarification requested by a respondent, modify the RFP by an amendment.
- b. The amendment will be notified by e-mail to all prospective respondents who have received the RFP and will be binding on them.
- c. In order to provide prospective respondents reasonable time in which to take the amendment into account in preparing their proposals, MSIL may, at its discretion, extend the last date for the receipt of proposal.
- d. MSIL may at any time during the selection process request the respondents to submit revised technical/commercial proposals and/or supplementary commercial proposals without thereby incurring any liability to the affected party(ies).

3.6 Submission of Responses to the RFP

Electronic submissions must be made to the email addresses mentioned in the RFP. All proposals must observe the following format:

- a. Response should be specified in Annexure 1

Electronically submitted proposals may be made corrupt or incomplete — for example, by computer viruses. MSIL may decline to consider a proposal that cannot be effectively evaluated, because it is incomplete or corrupt.

Note that:

- b. To reduce the likelihood of viruses, a respondent must not include any macros, applets, or executable code or files in its response.
- c. A respondent should ensure that electronically submitted files are free from viruses by checking the files with an up-to-date, virus-checking program before submission.

Respondents should ensure that proposal lodgment is made as soon as possible in the period leading up to the RFP's close date.

If a respondent provides multiple lodgments, the latest proposal received (on or before the RFP close date) will be the proposal to be evaluated unless the respondent provides clear directions as to whether the lodgment is a second proposal, supporting information, or a further part of a previous lodgment. Where a respondent has problems sending a proposal to MSIL or has failed to receive a receipt-Confirming lodgment, due to a failure at MSIL, the MSIL nominated contact officer should be contacted before the RFP closing.

3.7 Late Responses

It is the responsibility of the respondent to ensure that their proposal has been received within the time frame outlined in this RFP. To ensure fair and equal treatment of all respondents, proposals that are received late or are incomplete may not be evaluated. MSIL will not reject any respondent whose proposal/response is received late if the delay is due solely to mishandling by MSIL. Acceptance or non-acceptance of a late proposal for evaluation will be at the sole discretion of MSIL. The evaluation team will ensure that the integrity and competitiveness of the evaluation process is not compromised when making a decision in this regard.

3.8 Ownership of Responses

All information submitted in response to the RFP shall become the property of the MSIL. All such material shall only be disclosed for the purposes of evaluation or as required by law or government policy. MSIL may make copies of the responses for any purpose related to the evaluation of the RFP. By responding to this RFP, the respondent agrees that it will not claim, in any way whatsoever, of the unauthorized or un-notified use of the information shared as a response to this RFP.

3.9 Extensions

The RFP invitation period is set to provide sufficient time for respondents to consider and respond to MSIL requirements. Extensions will not occur unless there are exceptional circumstances. Determination of requests for extension by respondents will take account of both the particular circumstances and timelines of the request.

3.10 Evaluation of RFP Responses

Respondents are advised to provide concise responses to all the information requirements listed in this document. Information provided by the respondents will be assessed against the internally weighted priority that MSIL has assigned to each selection criteria.

3.11 Selection Criteria

Responses to this RFP will be assessed in terms of:

- a. The respondents' credentials, viability and industry focus.
- b. Capacity and ability of respondent to deliver elements of the target product as per MSIL's requirements.
- c. Pricing model.
- d. Ease of integration with MSIL network.
- e. Security consideration.

MSIL will review all responses received and on the basis of those responses will/may seek additional information from respondents in the form of capability presentations.

3.12 Clarification of Response

During the evaluation phase, a respondent may be contacted by an officer of the evaluation committee to clarify details of the proposal. If interviews or formal presentations are required, these may be arranged at the premises of MSIL.

3.13 Outcomes

MSIL is not bound to enter into a contracting arrangement with any respondent. MSIL reserves the right to discontinue the process at any point, without making a determination regarding the invitation of expressions of interest from one or more respondents. MSIL will not be liable for any losses suffered by a respondent as a result of discontinuance of the process, including the costs of responding.

3.14 Disclosure of Information by Respondent

No potential respondent shall disclose any information relating to this RFP process or the required services via any media release or any other publication without the prior written consent of MSIL. MSIL has no objection to the potential registrant copying the RFP only for internal working purposes in preparing the response.

3.15 Disclaimer

MSIL is not committed contractually in any way to those individuals, partnerships or organizations whose responses are accepted. The issue of this invitation for RFP does not commit or otherwise oblige MSIL to proceed with any part or steps of the process. Although the information contained in this invitation for RFP has been formulated with all due care, MSIL does not warrant or represent that the information is free from errors or omissions. The information is made available on the understanding that MSIL and its respective staff and agents, shall have no liability (including liability by reason of negligence) for any loss, damage, cost or expense incurred or arising by reason of any person using or relying on the information and whether caused by reason of any error, omission or misrepresentation in the information or otherwise. Furthermore, MSIL takes no responsibility for the accuracy, currency, reliability and correctness of any information included in this RFP. Printed terms and conditions (General Conditions) of the respondents will not be considered as forming part of their proposals. In case, terms and conditions mentioned in this RFP are not acceptable to any respondent, it should clearly specify the deviations as part of a separate section in its proposal. Similarly, in case the systems and services being offered have deviations from the indicative

requirements/minimum specifications as laid down in this RFP, the respondent shall describe in what respects and to what extent the system and services being offered differ/deviate from the requirements/specifications, even though the deviations may not be very material.

3.16 MSIL's Right to Vary Scope of Work

MSIL may at any time, by a written order given to the respondent, make changes within the quantities, specifications, services or scope of the work.

4 Business Requirement

This section includes MSIL's business requirements, which have been documented at a high level, but with sufficient detail to ensure that the business needs are clearly understood by all respondents and that upon a sufficiently detailed response, will enable MSIL to make informed, evaluated decisions to progress into a detailed due diligence phase and, latterly, contract negotiations.

5 General Terms and Conditions

5.1 Information Security

- a. The respondent and its team shall not carry any written/printed document proprietary of MSIL without written permission from MSIL.
- b. The respondent and its team shall follow MSIL's Information Security policy.
- c. Respondent recognizes that the goodwill of MSIL depends, among other things, upon Respondent keeping proprietary information confidential and that unauthorized disclosure of the same by Respondent or its team could damage the goodwill of MSIL, and that by reason of Respondent's duties hereunder.
- d. Respondent shall use the information mentioned in this RFP only for the purpose of performing the said services.

5.2 Compliance to IT Act

- a. The Respondent will be wholly responsible for adhering to the IT Act 2000 and subsequent amendments on its part.
- b. MSIL may also decide to terminate the RFP process if the provisions mentioned in IT Act are violated due to negligence of the Respondent.

5.3 Other Terms and Conditions

In addition to the terms and conditions mentioned above, following shall be applicable to the respondent-

- a. The respondent shall share all the information without any ambiguity, pertaining to requirements mentioned under the scope of this document.
- b. The respondent shall not disclose any specifications/details related to this RFP to any other business entity, for commercial or non-commercial purposes.
- c. The respondent shall not list the RFP response in their promotional content without prior approval from MSIL.

6 Respondent's responses

Respondents are requested to respond to this RFP by attaching the proposal in PDF format.

7 Intellectual Property Rights

- a. MSIL shall own and have a right in perpetuity for both the mobility platforms created.
- b. MSIL shall own and have a right in perpetuity to use all Intellectual Property Rights (IPR) which have arisen out of or in connection with the implementation of the final contract, including but not limited to all processes, source codes, specifications, reports, drawings, applications and other documents, which have been developed by the Party or its employees during the performance of the services and for the purposes of inter-alia use or sub-license of such services under this contract.
- c. The respondent undertakes to disclose all IPRs arising out of or in connection with the performance of the services underlined in the final contract to MSIL and executes all such agreements/documents and files all relevant applications, effect transfers and obtains all permits and approvals that may be necessary in this regard to effectively transfer and conserve it.

8 Other Terms and Conditions

In addition to the terms and conditions mentioned above, following shall be applicable to the respondent-

- a. The respondent shall ensure strict adherence to compliances under Maruti Suzuki's Code of Business Conduct and Ethics, to the extent as applicable.
- b. The respondent on its part shall ensure strict adherence to all the statutory compliances under various labour laws.
- c. The respondent shall not sub-contract, in full or in part, the development, testing or any other work/activity covered under the scope of this project.
- d. The respondent shall not disclose any specifications/templates/details related to this project to any other respondent or business entity, for commercial or non-commercial purposes.
- e. The respondent shall not list this project in their promotional content without prior approval from MSIL.
- f. The respondent, including any of its subsidiary, joint-venture or parent/holding company, shall not participate in any similar project with any other business entity (public or private) for a minimum of five years from the date of awarding the contract of platform development.
- g. The respondent shall not list this project in their promotional content.
- h. The respondent, including any of its subsidiary, joint-venture or parent/holding company, shall not participate in any similar project with any other business entity (public or private) for a minimum of five years from the date of awarding the contract of platform development.
- i. Failure to read the RFP and comply with its instructions will be at respondent's own risk.
- j. All prices and notations must be clearly printed in ink or typewritten. Errors may be crossed out and corrections printed in ink or typewritten. Adjacent to the corrected error. All corrections must be initialled in ink by person signing the proposal.
- k. Corrections or modifications received after the closing time in this RFP will not be accepted.
- l. The proposal must be signed by a designated firm representative or officer who is authorized to bind the firm contractually. Submission of a signed proposal to the Maruti Suzuki India Limited (MSIL) will be interpreted to indicate respondent's

- unconditional willingness and acceptance to comply with all terms and conditions set forth herein.
- m. The respondent should submit power of attorney for the signing authority.
 - n. Quoted rates shall be firm & final up to the completion schedule or till the project is completed whichever is earlier.
 - o. Standard printed conditions of this RFP if attached to the offer will not be accepted and only those mentioned in body of this RFP will be considered. Any deviation or departure from the provision of this proposal condition must be clearly brought out indicating full particulars and reasons for deviations along with a deviation statement indicating against each item, where you are prepared to accept the RFP conditions and specifications, the additional price for such specific cases to be quoted. Unless specifically brought out and explained, the goods offered shall be considered to comply in every respect with the terms and conditions contained in the specification.
 - p. All statements in all the section of proposal would be treated as mutually interdependent parts and shall be considered valid and applicable, no matter where they appear in the text of the document and whether or not they have been repeated.
 - q. It shall be respondent's responsibility to ensure that the proposal is complete and fully in accordance with all sections of specification and scope of work.
 - r. Respondent will not make any alterations in the scope of work or specifications unless discussed and agreed by MSIL's authorized representative.
 - s. In the performance of this RFP, respondent warrant to comply with all applicable laws, rules, and regulations.
 - t. Respondent will be bound by the terms and conditions of the definitive service agreement to be signed between respondent and MSIL, as acceptance of RFP is subject to execution of a definitive service agreement and execution of non-disclosure agreement with the respondent.
 - u. Respondent shall incur all costs in providing responses to this RFP.
 - v. Respondent's employees/ representatives shall follow and adhere to all procedures and processes as laid down by MSIL.
 - w. All incidental expenses for getting the statutory approval within the time frame shall be in the scope of the respondent. MSIL shall reimburse only the government fee paid by the respondent on presentation of documentary evidence and receipts.
 - x. In case of any subject matter or terms that are not provided herein, respondent will consult MSIL for clarification and solution for the same.
 - y. Respondent further acknowledge and understand that MSIL reserves the right to:
 - i. Reject any or all of the proposals/proposals if it deems such action is in public interest;
 - ii. Issue subsequent requests for proposal;
 - iii. Cancel the entire RFP;
 - iv. Remedy technical errors in the RFP process;
 - v. Appoint an evaluation committee to review the proposals;
 - vi. Establish a short list of firms eligible for interviews after review of written proposals;
 - vii. Negotiate with some, all, or none of the firms to the RFP;
 - viii. Solicit best and final offers from all or some of the firms;
 - ix. Award a contract to one or more firm;
 - x. Waive informalities and irregularities in proposals and the RFP process.
 - z. This RFP does not commit MSIL to enter into a contract, nor does it obligate MSIL to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.