



National Insurance Company Limited

Head Office, Information Technology Department
Premises No. 18-0374, Plot no.CBD-81, New Town,
700156

ONLINE TENDER INVITATION FOR PROCUREMENT OF DELL EMC CYBERSENSE SOFTWARE LICENSE SUBSCRIPTION FOR NIC VIDE RFP NO: NIC/IT/RFP/23/2026/CYBERSENSE SOFTWARE LICENSE FOR NIC

Last time & date of Online Submission in GeM Portal: 1 PM on 04-08-2026

Last time & date of Submission of Physical Bid Documents: 3 PM on 04-08-2026

Tender Opening: 3:30 PM on 04-08-2026

Tender Reference: NIC/IT/RFP/23/2026/CYBERSENSE SOFTWARE LICENSE FOR NIC

Requirement: PROCUREMENT OF DELL EMC CYBERSENSE SOFTWAREE LICENSE SUBSCRIPTION FOR NIC VIDE RFP NO: NIC/IT/RFP/23/2026/CYBERSENSE SOFTWARE LICENSE FOR NIC

Technical Bid: Annexure-A

Commercial Bid: Annexure-B

Address for communication and dropping Hard Copy:
DGM-IT,
National Insurance Co. Ltd.,
Head Office, Premises No. 18-0374, Plot no.CBD-81,
New Town, Kolkata-700156

Tender Documents can be downloaded from <https://nationalinsurance.nic.co.in>, GEM Portal and CPP portal from 24th July 2026.



National Insurance Company Limited

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National Insurance Co. Ltd., Head Office invites tender offers from eligible bidders and their authorized distributors/dealers for providing the **Procurement of DELL EMC Cybersense Software License Subscription for NIC** as per the specifications and details given in Annexure – A.

Details are as follows:

- The offer shall be given in a sealed Covers, by marking “**Quotation for Supply of Dell EMC Cybersense Software License Subscription for NIC**”.
- It will be a two-packet bidding system.
- The documents should be signed by the authorized official.
- Commercial Bid will be considered only when the Eligibility criteria (Refer Point no.1 of Terms and Conditions) is met and Technical Bid (ANNEXURE A) is complied with, or else commercial bid shall not be considered and bid will be rejected.
- Any bid incomplete in any respect will not be considered and shall be rejected.

TERMS AND CONDITIONS OF THE TENDER

1. Technical Eligibility Criteria:

- a) The bidder must be authorized channel Partner of the OEM. MAF need to be submitted for the same.
- b) Manufacturer Authorization Form (MAF), as per attached Annexure-C should be submitted along with the Bid.
- c) The bidder must have a registered office in Kolkata along with full fledged service support.
- d) Self-attested BOM as provided in the Annexure- A, should be submitted along with Bid.
- e) Bidder needs to submit POA in Rs 20 or above Non-Judicial Stamp Paper and Integrity Pact in Rs 100 Non-Judicial Stamp Paper along with the bid as per format given in Annexure E.
- f) Bidder has to submit declaration for Conflict of Interest in their letter head at time of submitting bid as per format given below in Annexure-D
- g) Bidder has to submit self-declaration in their letter head at the time of submitting bid where they have to agree to all points mentioned pertaining to reverse auction process.
- h) ‘Bidders’ and ‘Suppliers/Authorized Channel Partners/Authorized Service Partners (ASP)’ who have failed to execute any purchase order issued by NIC, in last 5 financial years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25) are not eligible to participate in this tender exercise. Declaration needs to be submitted.
- i) The L1 Bidder needs to submit the Back-to-back Support agreement with the OEM for providing the support within 14 days from the date of issuing the PO. Non-Submission of the same may result to cancellation of PO.
- j) The bidder should not be blacklisted by any PSU/ Govt./ State Govt./ Govt. departments. Self-declaration to be submitted by OEM and Bidder. If such information about blacklisting is found at any stage of RFP, entire bid will be rejected.
- k) The Bidder should have sold IT related equipment including software/hardware in one single order in any of the last 3 financial years (2022-23, 2023-24 and 2024-25) in any Govt./PSU/BFSI sector. (Documentary proof needs to be submitted) and should have a



National Insurance Company Limited

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700156

minimum average turnover of Rs. 3 Crores in the last three financial years i.e., (2022-23, 2023-24 and 2024-25). This has to be substantiated by the audited Balance sheet of the Firm / Company for the relevant years.

- l) The Bidder should have posted positive net profit or positive net worth in last three financial years i.e., 2022-23, 2023-24 and 2024-25. This has to be substantiated by the audited Balance Sheet of the Firm and Company Auditors' certificate for the relevant years.
- m) The bidder/OEM should have latest ISO 9001 & 27001 certificates issued before the date of bid publication.
- n) Tender Fees of Rs. 5,000/- and EMD of Rs. 5,00,000/- needs to be submitted along with the bid in form of BG/DD in favor of National Insurance or through NEFT in mentioned Bank Account

Name as per Bank Account: National Insurance Company Limited
Bank Account Number: 6762010554
Type of Account: Current Account
Name of the Bank: Indian Bank
Name of the Branch: Russell Street, Kolkata – 700071
MICR Number of the Branch 700019018
IFSC No. of the Branch: IDIB000R024

- Non-furnishing of Earnest Money Deposit along with the bid will disqualify the Bidder and his bids will not be entertained.
- The EMD amount submitted by the bidder will be returned without any interest to unsuccessful bidders after issuance of purchase order to the successful bidder.
- For the successful Bidder the EMD amount, without any interest, will be refunded on submission of Performance BG as Security Deposit which will not carry any interest till warranty period is completed. The Performance Guarantee should be as per format given in Annexure F.
- This RFP Document is not transferable.

Please note that Bidder has to submit bids in both online and certified Hard Copies mode. Non-submission of any one, may result to the rejection of entire bid.

Note: SSI Units registered with NSIC or MSME can avail the following benefit on submission of relevant certificate:

Exemption from payment of EMD (Earnest Money Deposit) and Tender Fee.

Note: Only Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by department of Micro, Small and Medium Enterprises (MSME) are exempt from submission of EMD (Bid Security) and tender fees. Bidders claiming exemption of EMD under this rule (170 of GFR) are however required to submit a signed Bid securing declaration 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 12 months from being eligible to submit bids. Non submission against the same at bids submission stage,



National Insurance Company Limited

Head Office, Information Technology Department
Premises No. 18-0374, Plot no.CBD-81, New Town,
700156

will disqualify the bidder. Certificate needs to be produced.

General Terms and Conditions of E-Reverse Auction:

NIC will resort to “E-Reverse Auction procedure” i.e. online bidding on GeM Portal. Details for the same may be downloaded from GeM portal against the said RFP.

1. Reverse Auction is enabled in this bid.
2. For the proposed Reverse Auction, technically and commercially acceptable qualified bidders only shall be eligible to participate.
3. Techno commercially qualified bidders will participate in RA after successfully evaluation of commercial bid.
4. NIC will utilize the services of GeM for the online bidding and reverse auction through GeM Portal.
5. Bidders will be notified through GeM Portal for e-Reverse Auction event.
6. Reverse Auction will be conducted after opening of commercial bid.
7. At the end of Reverse Auction event, the lowest bidder value will be made known on the network.
8. The L1 bidder after RA has to submit hard copy duly signed filled-in prescribed format (if required by NIC) as provided on case-to-case basis to NIC within 24 hours (Twenty-Four) of Reverse Auction without fail. If not submitted, bids will be rejected.
9. GEM condition will prevail.

The Reverse Auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

The successful bidder has to enter into a contract with National Insurance Company Limited within 14 working days of NIC from the date of receiving of purchase order and need to submit PBG of 3% of annual contract value. The PBG must be submitted within 14 days of the issuance of the Purchase Order (PO) and must remain valid for the entire tenure of 4 years. Failure to enter into Contract and non-submission of PBG may result in cancellation of the Purchase Order. Once the contract is signed by both the parties, Bidder needs to get the contract notified and submit to NIC within 5 working days from signing the contract.

Other Conditions:

- i. Bids without proper authorization from the OEM (in case the Bidder is not the OEM) shall be treated as non-responsive and shall be rejected forthwith.
- ii. A bid determined not substantially responsive will be rejected by the purchaser and cannot be made subsequently responsive.
- iii. No consideration will be given to a bid received after the date and time stipulated by NIC and no extension of time will be permitted for submission of Bids. However, NIC reserves the right to extend the last date and time for submission of the bids at its own discretion.
- iv. Canvassing/misleading information in any form in connection with Bids is strictly prohibited and Bids submitted by bidders who resort to these types of activities are liable to be rejected.
- v. NIC reserves the right to call for any clarification from any/all Bidder during the evaluation of the bids. However, no other correspondence on bids will be entertained.



National Insurance Company Limited

Head Office, Information Technology Department
Premises No. 18-0374, Plot no.CBD-81, New Town,
700156

- vi. No price variation / adjustment, explanation, correction or any other escalations will be entertained.
- vii. Over-writing without proper authentication is not permitted in filling up the bids and may entail rejection of the bids.
- viii. 50% of commercially qualified bidders (Starting from L1) will be allowed to participate in RA. However, GEM condition will prevail.
- ix. RA will start immediately after commercial bid evaluation and will be valid for 48hours.
- x. Participated bidders will be notified through GeM for Reverse Auction.
- xi. The products and price offered cannot be withdrawn by the bidder from GeM during the bid validity period.
- xii. During Reverse auction, Start / Reference Price and Step Value of Decrement will be indicated to the Bidders at the start of the auction through GeM portal. Any participating bidder can bid one or multiple Step Decrement lower than the prevailing Lowest Bid at that time.
- xiii. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value and last Bid Placed by him.
- xiv. Whenever a lower price bid is received in the closing moment i.e. within 15 minutes of existing end time of Reverse Auction, the end time of reverse auction will be extended automatically by another 15 minutes. All participant sellers of that RA shall be notified by the GeM system about extension of time through email and/or SMS and they shall be allowed to submit revised bid under the RA. The same process shall be repeated, if there is another lower bid received in the RA during last 15 minutes of RA.
- xv. NIC will not have any liability to bidders for any interruption or delay in access to the GeM site / Reverse Auction link etc, irrespective of the cause.

NATIONAL INSURANCE COMPANY LIMITED DOES NOT BIND ITSELF TO ACCEPT ANY BID AND RESERVES THE RIGHT TO ACCEPT/REJECT ANY BID WITHOUT ASSIGNING ANY REASONS THEREOF.

Note: Bidder has to submit self-declaration in their letter head at time of submitting bid where they have to agree to all points mentioned above pertaining to reverse auction process.

NATIONAL INSURANCE COMPANY LIMITED DOES NOT BIND ITSELF TO ACCEPT ANY BID AND RESERVES THE RIGHT TO ACCEPT/REJECT ANY BID WITHOUT ASSIGNING ANY REASONS THEREOF.

Note: Bidder has to submit self-declaration in their letter head at time of submitting bid where they have to agree to all points mentioned above pertaining to reverse auction process.



National Insurance Company Limited

Head Office, Information Technology Department
Premises No. 18-0374, Plot no.CBD-81, New Town,
700156

Payment Terms: National Insurance Company Limited (NICL) shall make the annual subscription payment at the beginning of each subscription year through NEFT/RTGS, subject to the submission of the following documents:

- Original hard copy of the invoice.
- Proof of subscription/renewal.
- Valid Performance Bank Guarantee (PBG), as applicable.
- Copy of the executed contract.
- Back-to-back support authorization letter from the OEM.

No advance payment shall be made by NICL. Payment shall be released only upon receipt and verification of the above document.

2. Others:

- a) The offer must be made in Indian Rupees only; all costs should be given in figures and words. No upward revision of price will be acceptable even if any changes or fluctuation in rupee dollar rates.
- b) There shall be no deviation from the specified technical specifications given in ANNEXURE-A. The bid which deviates from the given specification will be rejected.
- c) The bids will be opened through GEM Portal at 3:30 PM on 04.08.2026.
- d) Subscription must start from 01st August 2026.
- e) Price for the items shall be quoted as per the Annexure-B.
- f) Successful bidder needs to submit 3% of Performance bank guarantee of annual contract value within 14 days of issuance of PO valid for 4 years. Non-Submission of the same may result to the cancellation of PO.
- g) NICL may terminate the contract anytime giving 3 months' notice period.
- h) Documentary proofs regarding eligibility criteria (Refer Point 1) must be enclosed or else bid shall be rejected

Scope of Work:

- 1)Review of the existing Cybersense environment and upgrade readiness.
- 2)Planning call / kickoff and execution scheduling.
- 3)Validation that the existing host, power, cabling, connectivity, and supported software levels meet upgrade prerequisites.
- 4)Cybersense software update / license upgrade activation on the existing host server.
- 5) Post-upgrade configuration validation and functional verification testing.
- 6)Delivery documentation such as deployment plan, as-deployed configuration report, and deployment verification report.

Important technical checks often needed for upgrade

Supported OS/version path must be confirmed before upgrade; for example, some Cyber Recovery upgrades require moving from SLES 12 to SLES 15 first.

Cyber Recovery upgrade pre-checks are recommended before proceeding.

For newer CyberSense versions, certificate and port requirements may need validation after upgrade



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ANNEXURE A (BOM)

Sku	Description	Qty
	CyberSense Software for Dell CRS	1
210-BBMH	CyberSense Software Subscription Upgrade	1
141-BIFL	CyberSense Tier 1 12 Month SU=CA	200

Sku	Description	Qty
	Incident Recovery Retainer Service - 40 Hours for 1 Year	1

- Whether Eligibility criteria as per Point no.1 of Terms and Conditions is met? (YES/NO)
- All the required documents related to Eligibility Criteria is submitted? (YES/NO)

Authorized Signatory

Name & Designation:

Stamp:



National Insurance Company Limited

Head Office, Information Technology Department
Premises No. 18-0374, Plot no.CBD-81, New Town,
700156

Commercial Bid (Annexure-B)

Quotation for Procurement of DELL EMC Cybersense Software License Subscription for NIC						
Sr No.	Item Description	Quantity	Annual Price (Exclusive of taxes)	Total Price for 4 Years (Exclusive of taxes)	Tax Applicable	Total Price for 4 Years (Inclusive of taxes)
1	Procurement Of Dell EMC Cybersense Subscription as per Annexure A effective from 01 st August 2026	01	₹	₹	₹	₹
2	Incident Recovery Retainer Service - 40 Hours for 1 Year as per Annexure A effective from 01 st August 2026	01	₹	₹	₹	₹
Total Price In Rupees (Inclusive of taxes)			(Indian Rupees only) ₹			

NOTE:

1. Commercial Bid will be valid only when the eligibility criteria (Refer Point no.1 of Terms and Conditions) is met and ANNEXURE-A is complied with, or else the commercial bid will not be considered.
2. Price discovered through GEM portal would be considered as final price.
3. National Insurance Co. Ltd., reserves the right to accept/reject any or all the offers without assigning any reason whatsoever.
4. The bidder shall note that the Incident Recovery Retainer Service (Sr. No. 2) is applicable for Year 1 only. Commencing from Year 2 through the end of the tenure, Purchase Orders shall be issued solely for **Sr. No. 1** (Procurement of Dell EMC CyberSense Subscription).

Note: The L1 price would be decided on the basis of 'Total Price' as given in Annexure B.

Authorized Signatory

Name:

Designation:

Stamp:



National Insurance Company Limited

Head Office, Information Technology Department
Premises No. 18-0374, Plot no.CBD-81, New Town,
700156

Manufacturer Authorization Form (Annexure –C)

MANUFACTURER'S AUTHORIZATION FORM (MAF)

(Procurement Of Dell EMC Cybersense Software License Subscription for NIC)

To
NATIONAL INSURANCE COMPANY LIMITED
Head Office: 18-0374, Plot no.CBD-81,
New Town, Kolkata-700156

Dear Sir,

Sub: Tender No. **NIC/IT/RFP/23/2026/CYBERSENSE SOFTWARE LICENSE FOR NIC** for supplying Dell EMC Cybersense Software License Subscription for NIC.

We who are established and reputable manufacturers/service provider of..... Having factories at..... do hereby authorize M/s.....

(Name and Address of Supplier/Partner) to submit a bid of the following Products and/or services, resell, negotiate, participate in reverse auction process and conclude the contract for the supply requirement associated with the above RFP, in their own capacity.

When resold by Supplier / Partner, the quoted products are subject to manufacturer's standard support and warranty terms. In the event of Supplier / Partner, not being able to fulfil its obligations in respect of applicable standard warranty terms with respect to the quoted products/services, we will take reasonable steps with National Insurance Company Limited for execution pertaining to our products through another authorized partner, in accordance with tender technical requirements applicable to our portion of deliverables on the terms and conditions as may be mutually agreed between (OEM Name) and National Insurance Company Limited.

Yours Faithfully,

(Name)

For and on behalf of

M/s.

Signature of Witness

Dated:

Place:

Signature of Manufacturer

Dated:

Place:

Sd./-Seal

Note: This letter of authority should be on the letterhead/certificate form issued by the manufacturing concern and should be signed by a person competent and having the Power of Attorney (POA) to bind the manufacturer.



National Insurance Company Limited

Head Office, Information Technology Department
Premises No. 18-0374, Plot no.CBD-81, New Town,
700156

Annexure-D

Self-Declaration (To be signed on

Bidder's Company Letter-Head) Re: Declaration regarding

Conflict of Interest (COI) in Public Procurement

We, hereby declare that the participation by our bidding firm (Bidder's Name) or any of our affiliates are neither involved in the consultancy contract to which this procurement is linked; nor we are part of more than one bid in the procurement; nor our bidding firm or our organization personnel have relationships or financial or business transactions with any official of Procuring Entity i.e. M/s National Insurance Company Limited who are directly or indirectly related to tender or execution process of contract; nor have access to information of (procuring entity name) to gain unfair advantage in the procurement process. We, also confirm that:

1. We, (Bidder's Name) or our constituent do not have common controlling shareholding or other ownership interest
2. Any constituent of us (Bidder's Name) is not a constituent of another bidder.
3. We, (Bidder's Name) do not have the same legal representation with any other bidder for the purpose of the bid.
4. We, (Bidder's Name) do not have any relationship with any other bidder that puts us in a position to allow access to each other's information or to influence the bid of any other bidder.
5. We, (Bidder's Name) have not participated in preparation of any document, design or technical specification for the project.

(Signed & Stamped from Bidder)



National Insurance Company Limited

Head Office, Information Technology Department
Premises No. 18-0374, Plot no.CBD-81, New Town,
700156

Annexure-E

"Bidder has to sign an Integrity pact as provided in the tender document, in original and should be submitted along with Pre-Qualification Bid in non-judicial stamp paper.

INTEGRITY PACT

BETWEEN

National Insurance Company Limited (NIC) hereinafter referred to as "PURCHASER" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

..... hereinafter refer to us "The Bidder/Contractor" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

Preamble

The PURCHASER intends to award, under laid down organizational procedures, contract(s) for Procurement of Dell EMC Cybersense Software License Subscription (hereinafter referred to as the 'Project'). The PURCHASER necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and off airiness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the PURCHASER may appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

Section 1 – Commitments of the PURCHASER

(1) The PURCHASER commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a) No employee of the PURCHASER, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand take a promise for or accept, for self or third person, any material or immaterial



National Insurance Company Limited

Head Office, Information Technology Department
Premises No. 18-0374, Plot no.CBD-81, New Town,
700156

benefit, which the person is not legally entitled to. b) The PURCHASER will, during the tender process treat all Contractor(s)/Bidder(s) with equity and reason. The PURCHASER will in particular, before and during the tender process, provide to all Contractor(s)/Bidder(s) the same information and will not provide to any Contractor(s)/Bidder(s), confidential/additional information through which the Contractor(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution. The PURCHASER will exclude from the process all known prejudiced persons. The PURCHASER shall obtain bids from only those parties who have been short-listed or pre-qualified or through a process of open advertisement/web publishing or any combination thereof.

(2) If the PURCHASER obtains information on the conduct of any of its employees, Contractor(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the PURCHASER will inform the Chief Vigilance Officer and subject to its discretion, can additionally initiate disciplinary actions.

(3) The PURCHASER will enter into agreements with identical conditions with all Contractor(s)/Bidder(s), in the different Work Packages in the aforesaid Project.

(4) The PURCHASER will disqualify from the tender process all Contractor(s)/Bidder(s) in the range of Rs 1 Crore and above, who do not sign this Pact or violate its provisions.

Section 2 – Commitments of the Bidder(s) / Contractor(s)

(1) The Bidder(s) / Contractor(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the PURCHASER's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to



National Insurance Company Limited

Head Office, Information Technology Department
Premises No. 18-0374, Plot no.CBD-81, New Town,
700156

prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

The Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the PURCHASER as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. (d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign PURCHASERS, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. (e) The bidder(s) / Contractor(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and/or exclusion from future contracts.

(1) If the Bidder(s) / Contractor(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the PURCHASER, at its sole discretion, is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or terminate the Contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available to the PURCHASER under the relevant clauses of GCC/SCC of the tender/contract.

(2) If the Contractor(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the PURCHASER will also be entitled to exclude such



National Insurance Company Limited

Head Office, Information Technology Department
Premises No. 18-0374, Plot no.CBD-81, New Town,
700156

Contractor(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the PURCHASER, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.

(3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the PURCHASER will be entitled to exclude the contractor from further tender/contract award processes.

(4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years. (5) If the Contractor(s)/Bidder(s) can prove that he has restored/recouped the damage to the PURCHASER caused by him and has installed a suitable corruption prevention system, the PURCHASER may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

Section 4: Compensation for Damages (1) If the PURCHASER has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit(EMD)/ Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/Contractor(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Contractor(s)/Bidder(s) as may be imposed by the PURCHASER, in terms of Section 3 above.) If, at any time after the awarding of the Project, the PURCHASER has terminated the contract according to Section 3, or if the PURCHASER is entitled to terminated the contract according to Section 3, the security Deposit/ Performance Bank Guarantee furnished by the Contractor, if any, as per the terms of the RFP/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the PURCHASER under the relevant clauses of General/Special Conditions of Contract. The Contractor(s)/Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/Contractor(s), as may be imposed by the PURCHASER in terms of Section 3 above.



National Insurance Company Limited

Head Office, Information Technology Department
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700156

Section 5: Previous transgression

(1) The Bidder(s)/Contractor(s) herein declares that it has committed no transgressions in the last 3 years with any other Company in any country confirming to the anti-corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

(2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Contractor(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such and the Bidder(s)/Contractor(s) can be black listed in terms of Section 3 above.

Section 6: Independent External Monitor / Monitors

(1) The PURCHASER shall, in case where the Project Value is in excess of Rs 1 Crore and above, may appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.

(2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the CMD, NIC. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid Monitor.

(3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Chairman-cum Managing Director, NIC.

(4) The Bidder(s) / Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the PURCHASER including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality.



National Insurance Company Limited

Head Office, Information Technology Department
Premises No. 18-0374, Plot no.CBD-81, New Town,
700156

The PURCHASER will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provide such meetings could have an impact on the contractual relations between the PURCHASER and the Contractor.

(5) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the PURCHASER and request the PURCHASER to discontinue and/or take corrective action, or to take other relevant action(s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.

(6) The Monitor will submit a written report to the CMD, NIC within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.

(7) If the Monitor has reported to the CMD, NIC, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, NIC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, NIC.

(8) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

The details of Independent External Monitor for PURCHASER is as under:

1. Shri S Srinivasan

Address: Flat No. 0-5- 107, Block No. 5, VFloor, Kendriya Vihar, B.B. Road, (Bangalore Bellary Road), Yelahanka, Bangalore 560064 Karnataka
E-Mail: s.srinivasan 1980@gmail.com

2. Shri Animesh Chauhan

Address: Flat No. 948, G Block, 6th Avenue, Gaur City 1, Sector 4, Greater Nadia (West), Uttar Pradesh – 201009
Email: animeshchau@gmail.com



National Insurance Company Limited

Head Office, Information Technology Department
Premises No. 18-0374, Plot no.CBD-81, New Town,
700156

Section 7: Criminal charges against violating Bidder(s) / Contractor(s) /Subcontractor(s)

If the PURCHASER obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or and associate or a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if the PURCHASER has substantive suspicion in this regard, the PURCHASER will forthwith inform the same to the Chief Vigilance Officer, NIC.

Section 8: Duration of the Integrity Pact.

The Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Contractor(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded. If any claims is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of NIC. The Bidder(s)/Contractor(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes /is brought to the notice of the PURCHASER, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Contractor(s) as provided for in Section3, without prejudice to any other legal right or remedy so available to the PURCHASER.

Section 9: Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the PURCHASER, i.e Kolkata.

(2) Changes and supplements as well as termination notice need to be made in writing.

(3) If the Bidder/Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid and binding. In such a case, the parties will strive to come to an agreement in accordance to their original intentions.

(5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be._____



National Insurance Company Limited

Head Office, Information Technology Department
Premises No. 18-0374, Plot no.CBD-81, New Town,

700156

(For & On behalf of the PURCHASER) (For & On behalf of

Bidder/Contractor) (Office Seal) (Office Seal)

Place_____

Date_____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____



National Insurance Company Limited

Head Office, Information Technology Department
Premises No. 18-0374, Plot no.CBD-81, New Town,
700156

BID SECURITY FORMAT (EMD): (In case of EMD in form of BG)
For Procurement of DELL EMC Cybersense Software License Subscription for NIC

(To be given by the bank in appropriate stamp paper)

Whereas (Hereinafter called the 'Bidder') has submitted its bid dated for Procurement of DELL EMC Cybersense Software License Subscription for NIC (hereinafter called the "Bid").

KNOW ALL MEN by these presents that WE

..... of

..... having our registered office at (hereinafter called "the Bank") are bound unto the National Insurance Company Limited having registered office at #18-0374, Plot no.CBD-81, New Town, Kolkata-700156 (hereinafter called "the Purchaser") in the sum of Rs.5,00,000/- (Rupees Five lakhs) only for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by Day of 2026.

THE CONDITIONS of the obligations are:

If the Bidder, having its Bid during the period of bid validity specified by the Bidder on the Bid Form or if the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity.

- a. Withdraws his bid at any time before the LOI or Purchase Order or Advice for execution is issued against the RFP.
OR
- b. Fails or refuses to execute the work after having been identified L1 before or after LOI/Purchase Order/Advice for execution is issued.
OR
- c. Fails or refuses to furnish the Performance Guarantee of 3% of the Annual Contract Value
OR
- d. Fails or refuses to execute the Contract
OR
- e. Fails or refuses to execute the work as per the Contract.
OR

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to one year from the date of submission of the RFP, and any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)



National Insurance Company Limited

Head Office, Information Technology Department
Premises No. 18-0374, Plot no.CBD-81, New Town,
700156

Annexure F

GENERAL FORMAT FOR PERFORMANCE BANK GUARANTEE

PROFORMA BANK GUARANTEE FOR PAYMENT (TO BE SUBMITTED IN NON- JUDICIAL STAMP PAPER OF APPROPRIATE VALUE PURCHASED IN THE NAME OF THE ISSUING BANK)

To
National Insurance Company Ltd.
Head Office, 18-0374, Plot no.CBD-81,
New Town, Kolkata-700156

Dear Sirs,

In consideration of your having placed a Purchase Order for supply of DELL EMC Cybersense Software License Subscription for NIC (with and you're agreeing to pay the aforesaid

Messers

..... (hereinafter referred to as 'The Supplier' and shall include his heirs, successors and permitted assigns) a sum of

`..... (Rupees.....) as and by way of payment in terms of the Contract / Supply Order / Purchase Order No. dated with you (hereinafter referred to as 'Contract') on your agreeing to furnish to you with our guarantee in the manner hereinafter contained, we(Bankers Name) located atwith registered office at

DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. We, Bank Ltd. having our office located at do hereby undertake to indemnify National Insurance Company Limited or their heirs, successors or permitted assigns (hereinafter referred to as NIC) and keep indemnified to the extent of the sum of ` . (Rupees) from and against all losses and damages that may be caused to NIC in relation to the payment to be made by NIC to the Supplier as aforesaid by reason of any default or defaults on the part of the Supplier in the due supply of plant / machinery / equipment / spares / services for carrying out any work or discharging supplier's obligation as per the said contract in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof and in the event of any default or defaults on the part of the Supplier as aforesaid we shall forthwith on demand and without demur pay to NIC any sum not exceeding in the total the said sum of (Rupees) as may be claimed by NIC to be due from the Supplier by way of refund of such payment or any portion or otherwise as NIC's losses and / or damages, costs charges or expenses incurred by reason of such default or defaults on the part of the Supplier as aforesaid.



National Insurance Company Limited

Head Office, Information Technology Department
Premises No. 18-0374, Plot no.CBD-81, New Town,
700156

2. Notwithstanding anything to the contrary, NIC's decision as to whether the Supplier has made any such default or defaults and the amount or amounts to which NIC is entitled by reasons thereof will be binding on us and we shall not be entitled to ask NIC to establish their claim or claims under this guarantee, but will pay the same forthwith on NIC's demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by NIC on the applications by the Supplier after successful delivery of DELL EMC Cybersense Software License Subscription for NIC terms and conditions at site provided always this guarantee shall in no event remain in force after the day of Without prejudice to NIC's claim or claims arisen and demanded from or otherwise notified to us in writing on or before the seventh day after the said date of expiry of the guarantee which will be enforceable against us notwithstanding that the same is or not enforced after the said date.
4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period this agreement till such time with the Supplier's consent on the request by NIC.
5. NIC will have the fullest liberty without affecting this guarantee, either to vary, or to modify and to revoke any of the terms and conditions of the said contract or to extend the time of performance of the Supplier or to postpone for any time or from time to time any of NIC's rights or powers against the Supplier and either to enforce or to forbear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this guarantee by the exercise of NIC's liberty. With reference to matters aforesaid or by reason of any time being given to the Supplier, or any other forbearance, act or omission on NIC's part or any indulgence by NIC to the Supplier or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties, would but for the provisions hereof, have the effect of so releasing us from our liability hereunder provided always nothing herein contained will enlarge our liability hereunder beyond the limit of ` (Rupees...) as aforesaid or extend the period of the guarantee beyond the said day of Unless expressly agreed to by us in writing.
6. This guarantee shall not in any way be affected by NIC's taking or varying or giving up any securities from the Supplier or any other person, firm or company on their behalf or by winding up, dissolution, insolvency or death as the case may be of the Supplier or his company/firm.
7. In order to give full effect to the guarantee herein contained, NIC shall be entitled to act as if we were your principal debtors in respect of all NIC's claims against the Supplier hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the Supplier from time to time arising out of or in relation to the



National Insurance Company Limited

Head Office, Information Technology Department
Premises No. 18-0374, Plot no.CBD-81, New Town,
700156

said contract and in respect of which NIC's claim in writing is lodged on us on or before the seventh day after expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been lodged / given / submitted when the same is posted.
10. This guarantee and the powers and provisions herein contained, are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to NIC by us and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the Supplier or us nor shall it be affected by any change in your constitution or by amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. This guarantee shall come into force simultaneously with NIC's making the aforesaid payment to the Supplier and shall not be revoked by us whether before its coming into force or any time during its currency without NIC's prior consent in writing.
13. We further agree and undertake to pay to NIC the amount demanded by NIC in writing irrespective of any dispute or controversy between NIC and the Supplier.
14. Notwithstanding anything contained hereinabove our liability under this agreement is restricted to `..... (Rupees). Unless a written claim is lodged on us for payment under this guarantee within seven days of the date of expiry of this guarantee i.e. on or before all NIC's rights under this guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us, discharged.
15. We have power to issue this guarantee in NIC's favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED ON THE DAY OF FOR & ON
BEHALF OF THE BANK LTD.
FOR & ON BEHALF OF (BANKER'S NAME) Branch Manager (Banker's seal)

Address.....
.....

P.S.: The amount referred to above will be as per the terms of payment specified