National Insurance Company Limited

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

Online Tender Invitation for Procurement of Annual Maintenance Contract for Hyper Converged Infrastructure (VxRail) at DC and DR Sites of NICL including Onsite Service Support vide RFP: NIC/IT/RFP/30/2026/VXRAIL AMC FOR NIC.

Last time & date of Online Submission in GeM Portal: 1 PM on 09-11-2026

Last time & date of Submission of Physical Bid Documents: 3 PM on 09-11-2026

Tender Opening: 3:30 PM on 09-11-2026

Tender Reference: NIC/IT/RFP/30/2026/VXRAIL AMC FOR NIC

Technical Bid: Annexure-A

Commercial Bid: Annexure-B

Address for communication and dropping Hard Copy:

CM-IT,

National Insurance Co. Ltd.,

Head Office, Premises No. 18-0374, Plot no.CBD-81,

New Town, Kolkata-700156

***Tender Document can be downloaded from https://nationalinsurance.nic.co.in, GEM Portal and* CPP portal from 29th October, 2026**

National Insurance Company Limited

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

National Insurance Co. Ltd., Head Office invites tender offers from eligible bidders and their authorized distributors/dealers for providing the Annual Maintenance Contract for Hyper Converged Infrastructure (VxRail) at DC and DR Sites of NICL including Onsite Service Support as per the specifications and details given in Annexure – A.

Details are as follows:

- The offer shall be given in a sealed Cover, by marking "**Procurement of Annual Maintenance Contract for Hyper Converged Infrastructure (VxRail) at DC and DR Sites of NICL including Onsite Service Support vide RFP: NIC/IT/RFP/30/2026/ VXRAIL AMC FOR NIC".**
- It will be a two packet bidding system with Reverse Auction.
- The documents should be signed by the authorized official of Bidder.
- Commercial Bid will be considered only when the Eligibility criteria (Refer Point no.1 of Terms and Conditions) is met and Technical Bid Specification (ANNEXURE A) is complied with, otherwise commercial bid shall not be considered and bid will be rejected.
- Any bid which is found to be 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 i.e. M/s Dell**.** Documents needs to be submitted for the same.
b) Manufacturer Authorization Form (MAF), as per attached Annexure-C or as per OEM Format should be submitted along with the Bid.
c) Self-attested BOM as provided in the Annexure- A, should be submitted along with the Bid.
d) The L1 Bidder needs to submit the Back-to-back Support agreement with the OEM for providing the Subscription, within 14 days from the date of issuing the PO. Non-Submission of the same may result to cancellation of PO.
e) Bidder must have office in Kolkata. Documentary proof need to be submitted.
f) Bidder has to submit declaration for Conflict of Interest in their letter head at the 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 (2021-22, 2022-23, 2023-24, 2024-25, and 2025-26) are not eligible to participate in this tender exercise. Declaration needs to be submitted.
i) The bidder should not be blacklisted by any PSU/ Govt. / State Govt. / Govt. departments in any of the last 5 financial years (2021-22, 2022-23, 2023-24, 2024-25, and 2025-26). Self-declaration to be submitted by OEM and Bidder.
j) The Bidder should have sold IT related equipment for value of minimum Rs. 1 Crore in one single order in any of the last 3 financial years (2023-24, 2024-25, and 2025-26) in any Govt./PSU/BFSI sector. (Documentary proof needs to be submitted) and should have a average turnover of Rs. 5.00 crore in the last three financial years i.e., 2023-24, 2024-25, and 2025-26. This has to be substantiated by the audited Balance sheet of the Firm / Company for the relevant years.
k) The Bidder should have posted positive net profit or positive net worth in last three financial years i.e., 2023-24, 2024-25, and 2025-26. This has to be substantiated by the audited Balance

Sheet of the Firm and Company Auditors' certificate for the relevant years.

l) Bidder has to submit Integrity Pact and POA in non-Judicial Stamp Paper while submitting the Bid along with PQB.

m) Tender Fees of Rs. 5,000/- and EMD of Rs.4,00,000/- needs to be submitted along with the bid in the form of DD/BG 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 all bidders after issuance of purchase order to the successful bidder.
- This RFP Document is not transferable.

Please note that Bidder has to submit bid in online mode through GeM Portal and should be duly verified with physical submission. Non-submission of any one, may result to the rejection of entire bid.

Note: SSI Units registered with NSIC and 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 bid-submission stage, will disqualify the bidder. MSE Certificate needs to be produced along with Bid Document for availing the exemption.

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 needs to submit PBG of 3% of yearly contract value and have to enter into a contract with National Insurance Company Limited within 14 working days of NIC from the date of receiving of purchase order. Failure to enter into Contract 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.

1.1 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.
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. within15 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.

2. Payment Terms: National Insurance Co. Ltd., will make quarterly payment within 30 working days upon submission of hard copy of invoices. No advance payment will be made by NIC.

3. 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 BOM will be rejected.

c) The bids will be opened through GEM Portal at 15:30 Hrs. on 09-11-2026

d) Price for the items shall be quoted as per the Annexure-B.

e) L1 will be decided through reverse auction.

f) Documentary proofs regarding eligibility criteria (Refer Point 1) must be enclosed or else bid shall be rejected.

4. Penalty Clause:

Any Issue pertaining to support that is reported on any day should be attended as follows:

Location	Response Time (in Hours)
Kolkata and Bengaluru	4

Failure to comply with the above conditions will attract penalty as follows:

a) Penalty for call resolution within first two working days beyond above permissible period 0.25 % of contract value per NIC working day per call.
b) Penalty for call resolution after first two working days beyond above permissible period: @ 0.50% of contract value per NIC working day per call.
c) In case the penalty as per the above mentioned rates crosses 4 days cumulative penalty, for any call, NIC may consider the cancellation of contract.

The supplier will submit, to NIC Head Office, Quarterly Call Resolution Report together with individual Call Resolution Sheets duly signed by the concerned NIC officials.

BOM attached as Annexure-A

SCOPE OF WORK

Onsite Service Support:

One Service Support will be required for entire AMC duration of VxRail Infrastructure. The resident engineer would be responsible for maintaining and attending incidents/calls during all working days (Monday to Friday) 10:00 A.M. to 6.00 P.M. The Resident Engineer should be on direct payroll of Dell Technologies/DellEMC/Dell Subsidiary and would be a Dell Badged Employee.

Functions of Resident Engineer

- VxRail configurations as and when needed.
- Raising tickets with OEM.
- Periodic maintenance of VxRail.
- Daily status report on process execution on VxRail health.
- Should have comprehensive knowledge of VMware.
- Shall work within a variety of different computer system environments, such as Redhat Linux variants and Microsoft Windows with familiarity with AIX operating system.
- Shall be responsible for creation, implementation and configuration of VMs on need basis.
- Shall be responsible for other related jobs assigned to him from time to time.

- The bidder is expected to raise support ticket with OEM and track the ticket till its resolution.
- The bidder will also coordinate with OEM Support for the Root Cause Analysis as a when applicable.
- The bidder will ensure that the support SLA as per the OEM support policy is always maintained.

- 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:

Annexure-A BOM

VxRail Phase 1

DC VxRail- P570F					
DC VxRail Host Details			**DC VxRail TOR Switch**		
S.N	**Node S/N**	**Node Model**	**Node S/N**	**Node Model**
Node 1	H21SD93	VxRail P570F	D9B5V43	S4148F
Node 2	F99XD93	VxRail P570F	C9B5V43	S4148F
Node 3	G99XD93	VxRail P570F		
Node 4	H99XD93	VxRail P570F		
Node 5	J99XD93	VxRail P570F		
Node 6	1B9XD93	VxRail P570F		

DR VxRail- P570F					
DR VxRail Host Details			**DR VxRail TOR Switch**		
S.N	**Node S/N**	**Node Model**	**Node S/N**	**Node Model**
Node 1	5HVLF93	VxRail P570F	CN75V43	S4148F
Node 2	5R74BB3	VxRail P570F	3N75V43	S4148F
Node 3	6R74BB3	VxRail P570F		
Node 4	7R74BB3	VxRail P570F		
Node 5	8R74BB3	VxRail P570F		
Node 6	9R74BB3	VxRail P570F		

DC PowerStore 1000T	
Node S/N	**Node Model**
4WP2L83	1000T

National Insurance Company Limited

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

VxRail Phase 2

DC VxRail- P670F		
S.N	**Node Service Tag**	**Node Model**
Node 1	CG99C04	DELL VxRail P670F
Node 2	GG99C04	DELL VxRail P670F
Node 3	2H99C04	DELL VxRail P670F
Node 4	3H99C04	DELL VxRail P670F
Node 5	4H99C04	DELL VxRail P670F
Node 6	5H99C04	DELL VxRail P670F
Node 7	6H99C04	DELL VxRail P670F
Node 8	7H99C04	DELL VxRail P670F
Node 9	8H99C04	DELL VxRail P670F

S.N	Tor Switch S/N	Model
SW1	FFSRV43	S4148F
SW2	FGMRV43	S4148F
SW3	GW6BV43	S4148F
SW4	1X6BV43	S4148F
SW5	DY6BV43	S4148F
SW6	DX6BV43	S4148F

DR VxRail- P670F		
S.N	**Node Service Tag**	**Node Model**
Node 1	DG99C04	DELL VxRail P670F
Node 2	1H99C04	DELL VxRail P670F
Node 3	JG99C04	DELL VxRail P670F
Node 4	FG99C04	DELL VxRail P670F
Node 5	HG99C04	DELL VxRail P670F

S.N	Tor Switch S/N	Model
SW1	FG8SV43	S4148F
SW2	FGDQV43	S4148F
SW3	G2GHV43	S4148F
SW4	7WFHV43	S4148F
SW5	14GHV43	S4148F
SW6	8WFHV43	S4148F

DR PowerStore		
Site	**Model**	**SN/ Service TAG**
DR	PowerStore 1000T	9ZV37X3

National Insurance Company Limited

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

Commercial Bid (Annexure-B)

Procurement of Annual Maintenance Contract for Hyper Converged Infrastructure (VxRail) at DC and DR Sites of NICL including Onsite Service Support vide RFP: NIC/IT/RFP/30/2026/VXRAIL AMC FOR NIC				
Sl No	**Items**	**Quantity**	**Unit Cost (excluding taxes)**	**Total Cost (excluding taxes)**
1	**AMC for Hyper Converged Infrastructure (VxRail) Phase 1 at DC Kolkata and DR Bangalore Valid from 25th November 2026 to 24th November 2027.**	12(6 at DC and 6 at DR)		
2	**AMC for Hyper Converged Infrastructure (VxRail) Phase 2 at DC Kolkata and DR Bangalore Valid from 27th February 2027 to 26th February 2030 inclusive of 1 Onsite OEM Service Support from 12/07/2027 to 26/02/2030**	14(9 at DC and 5 at DR)		
Total Price (Exclusive of Taxes)				

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 after reverse auction 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.

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

Authorized Signatory

Name:

Designation:

Stamp:

National Insurance Company Limited

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

Manufacturer Authorization Form (Annexure –C)

MANUFACTURER'S AUTHORIZATION FORM (MAF)

(**Procurement of Annual Maintenance Contract for Hyper Converged Infrastructure (VxRail) at DC and DR Sites of NICL including Onsite Service Support vide RFP: NIC/IT/RFP/30/2026/VXRAIL AMC FOR NIC**)

To

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

Dear Sir,

Sub: Tender No _____ for providing Procurement of Annual Maintenance Contract for Hyper Converged Infrastructure (VxRail) at DC and DR Sites of NICL including Onsite Service Support vide RFP: NIC/IT/RFP/30/2026/VXRAIL AMC FOR NIC.

We …… who are established and reputable manufacturers/service provider of…….. Having Office 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 DELL and National Insurance Company Limited.

Yours faithuly, (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, Kolkata-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)

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 Annual Maintenance Contract for Hyper Converged Infrastructure (VxRail) at DC and DR Sites of NICL including Onsite Service Support (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 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 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.

(c) 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 entitles 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 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.

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.

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

(6) 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.

(7) 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.

(8) 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.

(9) 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, V-
   Floor, Kendriya Vihar, B.B. Road,

(Bangalore-Bellary Road),
Yelahanka, Bangalore-560064
Karnataka
E-Mail: s.srinivasan 1980@gmail.com

2. **Shri Animesh Chauhan,**
Flat No. 948, G Block, 6th Avenue, Gaur City 1,
Sector 4, Greater Nadia (West), Uttar Pradesh - 201009
Email: animeshchau@gmail.com

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._____ _____

(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, Kolkata-700156

BID SECURITY FORMAT (EMD): (In case of EMD in form of BG)

For Procurement of Annual Maintenance Contract for Hyper Converged Infrastructure (VxRail) at DC and DR Sites of NICL including Onsite Service Support:

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

Whereas..... (Hereinafter called the 'Bidder') has submitted its bid dated..... for Procurement of Annual Maintenance Contract for Hyper Converged Infrastructure (VxRail) at DC and DR Sites of NICL including Onsite Service Support (hereinafter called the "Bid").

KNOW ALL MEN by these presents that WE ..... of ..... having our registered office at ..... (herei nafter called "the Bank") are bound unto the National Insurance Company Limited having registered office Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156 (hereinafter called "the Purchaser") in the sum of Rs.4,00,000/- (Rupees Four 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 execute the Contract

OR

d. 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)

*****************End of Document********************