

**RFP NO: NIC/IT/RFP/02/2024/DESKTOP AMC**

**Annual Maintenance Contract for Desktops**



***Trusted Since 1906***

**National Insurance Company Limited**

**Head Office**

**Premises No. 18-0374, Plot no.CBD-81, Rajarhat, New Town,  
Kolkata-700156**

**1 INVITATION FOR COMPETITIVE BIDDING FOR ANNUAL MAINTENANCE CONTRACT, PREVENTIVE MAINTENANCE AND FACILITY MANAGEMENT OF 3, 5 & 10 KVA DESKTOPS FOR ALL OFFICES AND BUSINESS OFFICES OF NATIONAL INSURANCE COMPANY LIMITED**

Calling RFP for “Annual Maintenance Contract, Preventive Maintenance& Facility Management of DESKTOPS” for all NIC offices and Business Offices across India. The Schedule of requirements consists of AMC, Preventive Maintenance and Facility Management for DESKTOPS Systems located at Head Office and its Wings, Regional Offices, all business offices for a period of two years starting from 1<sup>st</sup> April 2024 with 3 months termination notice period for DESKTOPS as per Para 4 hereunder.

Time schedule of various tender related events:

Last Date and Time for Submission of Bid	22 <sup>nd</sup> March,2024 and 1 PM
Bid Security/EMD Amount	<p>₹ 20, 00,000 in the form of DD in favor of “National Insurance Company Limited” payable at Kolkata or through NEFT/RTGS.</p> <p><b>Particulars of NEFT/RTGS transfers :</b></p> <p>Name as per Bank Account: National Insurance Company Limited Name as per Bank Account: National Insurance Company Limited Bank Account Number : 6762010554</p> <p>Type of Account: Current Account</p> <p>Name of the Bank: Indian Bank</p> <p>Name of the Branch: Russell Street, Kolkata – 700071</p> <p>MICR Number of the Branch: 700019018</p> <p>IFSC No. of the Branch : IDIB000R024</p>
Pre-qualification cum Technical bid opening date and Time	22 <sup>nd</sup> March,2024 and 3:30 PM
Financial bid and reverse auction opening date and time	Will be intimated in due course
Contact Official of NIC	Mr. J K Roy, DGM-IT
E-mail	<a href="mailto:jk.roy@nic.co.in">jk.roy@nic.co.in</a>
Contact No.	8335080340

The firms which are interested in participating in the bids may please ask the contact person for details or visit <https://nationalinsurance.nic.co.in> or, <https://eprocure.gov.in> and [gem.gov.in](https://gem.gov.in)

For participation in the tender, it is mandatory for the bidders to officially download bidding document from portal <https://nationalinsurance.nic.co.in> or, <https://eprocure.gov.in> and [gem.gov.in](https://gem.gov.in) and they are required to pay a non-refundable amount of ₹15,000/- towards Tender document fee in the form of DD favouring “National Insurance Company Limited” payable at Kolkata at the time of submission of bid. In case of non-payment of EMD and Tender document fee, NIC may cancel the bid.

**Note:** In case of any query, the bidders may contact to the below mentioned NIC official

J K Roy, DGM-IT  
National Insurance Company Limited,  
Head Office, IT Department, 1<sup>st</sup> Floor,  
Premises No. 18-0374, Plot no.CBD-81,  
Rajarhat, New Town, Kolkata-700156  
Mobile: - 8335080340.  
Email id- [jk.roy@nic.co.in](mailto:jk.roy@nic.co.in)

CC: [Satish.kumar@nic.co.in](mailto:Satish.kumar@nic.co.in) & [mohit.kumar@nic.co.in](mailto:mohit.kumar@nic.co.in)

## 2 PRE QUALIFICATION CRITERIA

The bidders desirous of bidding for the project shall meet the following pre-qualifications.

### 2.1 Pre-Qualifications for Schedule:

- 2.1.1 The Bidder shall have at least **3** years of experience as on bid calling date in the following areas:
  - a. Maintenance of DESKTOP Systems. (Format attached as **Annexure-II**).
- 2.1.2 The bidder shall have annual turnover of at least ₹50 crore for the last 3 financial years i.e. in 2020-21, 2021-22 and 2022-23. The bidders must enclose audited Annual accounts in support of their claim. Photocopies of last 3 years Company's Income Tax returns are to be attached with the document. (Format attached as **Annexure-III**).
- 2.1.3 The Bidder must be in existence in the business in India for more than 10 Years.
- 2.1.4 The Bidder must submit work order handling similar kind of Annual Maintenance Contract in any Govt.OrganiZation/PSU/BFSI in each of the last 3 financial years at least one each i.e. in 2020-21, 2021-22 and 2022-23. (Format attached as **Annexure-V**)
- 2.1.5 The Bidder should have their own / franchise / partner setup across NIC locations which must include the Regional Office Locations of NIC. Bidder has to submit documentary proof of its presence / its partner's presence in NIC Regional Office locations as a pre-requisite.
- 2.1.6 The Bidder should submit copies of at least three work order for a value of minimum ₹1 Crore for systems, which include Desktops, Laptops and / or UPS Systems in India executed in last 3 financial years, at least one each i.e. in 2020-21, 2021-22 and 2022-23.
- 2.1.7 The Bidder must have profit/positive Net Worth in at least 3 (Three) of the last 5(Five) financial years i.e. from 2018-19 to 2022-23. (Format attached as **Annexure-IV**)
- 2.1.8 The Bidder should have minimum 50 Technical engineers in their payroll across PAN India. Please enclose the location wise list of engineers mentioning their Name, Designation, qualification, experience, period of Service with the vendor, PF Number, Contact numbers along with Technical Bid.
- 2.1.9 The Bidder/OEM should be having following valid Certifications on the date of opening of RFP and must enclose copies of such certificates namely:
  - a. ISO 9001:2015
  - b. ISO/IEC 20000-:2011
  - c. ISO/IEC 27001: 2013
- 2.1.10 Genuine/original parts must be used in case of replacement of spare parts for all equipment.
- 2.1.11 Bidders who have failed to execute any purchase order issued to them by NIC, if any, in last 3 financial years' i.e, 2020-21, 2021-22 and 2022-23 are not eligible to participate in this bid

exercise. Declaration need to be submitted in Bidder Letterhead.

- 2.1.12 Bidder has to submit Integrity Pact and POA in non-Judicial Stamp Paper while submitting the Bid along with PQB.
- 2.1.13 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 above pertaining to reverse auction process.
- 2.1.14 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-IX**.
- 2.1.15 The Bidder shall enclose all documentary proof against the points 2.1.1 to 2.1.14, otherwise bid will not be considered for further evaluation.

### 3. DEFINITIONS

In this RFP document the following terms shall be interpreted as indicated below:

- a) 'NIC' means National Insurance Company Limited.
- b) The 'Purchaser' means National Insurance Company Limited.
- c) 'RFP' means 'Request for Proposal'.
- d) The 'Contract' means the agreement entered into between NIC and the Bidder as recorded in the Contract Form signed by NIC and the Bidder, including all attachments and Annexure thereto and all documents incorporated by reference therein. The contract also covers the terms & conditions and other points mentioned in the RFP forms including the accepted deviations (if any).
- e) The term "Vendor" means 'the successful bidder who will execute the 'contract'. At the time of issue of Work Order and signing of Contract, the successful Bidder will be termed as 'Vendor'.
- f) The 'Bid Price/Contract Price' means the 'Total amount payable to the Vendor subject to liquidated damages (if any) under the contract.
- g) The term 'Authorized Signatory' as used in the RFP document shall mean one who has digitally signed the RFP and he/she should clearly indicate the capacity in which he /she has signed the RFP and the company or firm shall be bound by his / her signature.
- h) The 'Contract Value' means the total cost of services to be executed by the Vendor.
- i) 'EMD' means Earnest Money Deposit being the amount to be deposited by the bidder to NIC in the form of Demand Draft/NEFT/RTGS along with the bid.
- j) 'PBG' means Performance Bank Guarantee to be submitted by the Vendor as the guarantee of performance against the concerned Order.
- k) The 'Order' means the Work Order issued in favor of the successful Bidder.
- l) 'NIC Address' means the address for bid submission and opening of BID/ verification/ Technical evaluation of tender and is as follows:  
  
National Insurance Company Limited,  
Head Office, IT Department, 1<sup>st</sup> Floor,  
Premises No. 18-0374, Plot no.CBD-81,  
Rajarhat, New Town, Kolkata-700156
- m) For other details related to registration for E-tendering, please refer **Electronic Bidding Instructions in GeM Portal**.

- ❖ **Note: SSI units registered with NSIC and MSME can avail the following benefit on submission of relevant certificate:-**

- Exemption from payment of earnest money deposit and Tender Fee**

**Note: All queries relating to the Tender must be submitted to NIC latest by 15.03.2024 till 1 PM and a Pre-bid meeting will be held on 15th March 2024 at 5:30 PM (if required). It should also be noted that query raised by any bidder will not be entertained after 1:00 p.m. 15.03.2024.**

#### **4. IT HARDWARE LIST**

<b>Item Description</b>	<b>QTY. (Appx.)</b>	<b>MAKE</b>	<b>Year of Purchase</b>
Desktops	2100	HP AIO Desktops 705 G1	2016
		HP AIO Desktops 705 G2	2016
	1700	HP SFF P202	2016

**Location wise inventory details will be shared with L1 bidder at the time of issuing PO.**

#### **5. SCOPE OF WORK**

##### **5.1 Scope of work for Annual Maintenance, Preventive Maintenance and Facility Management Services**

NIC IT infrastructure consists of various servers having different Operating systems/Applications, Desktops which also include HP AIO G1 and G2, HP SFF. To maintain the infrastructure effectively without any interruptions to its service (24 x 7 availability of IT infrastructure), NIC is looking for a service provider, who can provide Annual Maintenance, Preventive Maintenance and Facility Management Services. The overall management and maintenance of NIC includes administration of Desktops which also include AIO & SFF, Other Desktop systems. The detailed scope is as follows namely:-

##### **The Scope of Facility Management Services will include:**

- (a) The Vendor will ensure to physically engage and station at Head Office premises, two qualified Hardware-software Service Engineers. The engineer must be in the payroll of vendor.
- (b) The Service engineer(s) should be available from 09.30 AM to 06:30 PM on all working days.
- (c) The Service engineers should be skilled expertise personnel in the following fields:

- i. Good knowledge in Microsoft Windows Operating systems. The Engineer should have minimum qualification of Diploma in Electronics / Computer Science with 1 years' experience or Graduate with 2 years' experience.
- ii. Engineer should be able to handle issues relating to LAN connectivity of Desktops/Laptops (Identify the fault is due to the Hardware failure or Network related issue).
- iii. Engineer should be able to handle issues relating to Operating Software support including Active Directory Services and installation / updation of Antivirus, other securities patches and updates for Windows Operating Systems in co-ordination with IMS Team of NIC.
- iv. Ensuring the hardware configuration details like RAM /Hard Disk etc. should be intact.
- (d) The Vendor shall provide Operating Software support with reference to installation of Windows Operating Systems with patches, MS Office, Email Clients , Antivirus, other securities patches and updates etc. must be in case, any problem reported by the user. The A.M.C service engineer shall also provide assistance to users in installing the various OS/AV patches and in taking proper backup copies of the same wherever recommended / required.
- (e) If required, services may be extended beyond the working hours as well as on Saturday/ Sunday and Holidays to complete the task as advised by the department.
- (f) In case of hard disc failure / Formatting / re-installation/re-image of system/OS, it would be the responsibility of vendor/AMC service provider to retrieve the data to whatever extent possible and to ensure the functionality of the hardware.
- (g) Maintain sufficient spares and replacement of spares within the stipulated time limit.
- (h) Arrange standby system / peripherals to ensure uptime/availability.
- (i) Installation/Configuration of any NIC supplied software/image as per the requirement of Head Office/Regional Offices/Operating offices.
- (j) The vendor shall provide all assistance at the time of shifting, relocation, installation of the computer systems and its peripherals.

## 5.2 General Scope:

1. The Overall management and maintenance of Desktop Computers on 24X7 basis during the contract period.
2. The Scope excludes any IT Hardware of NIC which is covered under Warranty.
3. Liaison with existing NIC IMS service Desk, Operating offices and Regional Offices & Head Office, IT department for service review. The Vendor/Issue wise Incident Summary Report to be obtained from IMS Helpdesk on Weekly basis or Adhoc basis in case of Critical Incident / Review Meeting and the same has to be reverted with Status update against each Incident.
4. To ensure the uptime of all mentioned hardware as per section 5.6
5. Training in System Operations to staff as and when required.

### 5.3 Deployment Plan:

Sl. No.	Shift name	Remarks
1	General Shift 9.30AM to 6.30PM	Dedicated Manpower required at NIC HO for Call Coordination as per Section 5.1
2	Period beyond General Shift	After the general shift, the Bidder has to provide Toll Free Number to log the service calls.

### 5.4 Maintenance Services (MS):

This includes comprehensive maintenance for the equipment with parts warranty, as also the services running on them. This category includes all equipment of DESKTOPS Systems. The services consist of preventive and corrective maintenance and include carrying out necessary repairs and fitting of replacement parts. No consumables will be covered under AMC Contract. If any repair/purchase of item/consumables/services required which is not in scope of AMC contract, the same has to be done by submitting quotation by Vendor to NIC. NIC reserves the right to accept/reject the quotation. No advance payment will be done by NIC for all such accepted cases. The payment will be done only after successful completion of job and submission of report and original invoices to NIC Head Office.

### 5.5 Preventive Maintenance

Preventive Maintenance should be performed by the Vendor at least once in each quarter. Vendor has to furnish the Quarterly Preventive Maintenance Report (PMR) in the NIC prescribed format(Annexure VIII). Full payment will be released only on receipt of all PMR of NIC Offices and Business Offices. However, NIC Head Office, IT department will reserve the right to waive any particular PMR(s) under extraordinary circumstances. In case any Regional Office has a Business Offices/ Hub then Preventive Maintenance Certification from BO will suffice for the Business Offices under its control. It should also be noted that in 1<sup>st</sup> quarter, vendor has to do inventory for all equipment's mentioned above (both active and inactive) and share the same list to NIC, HO. Without submission of inventory list duly signed by operating office officials, payment may not be released for first quarter.

### 5.6 Response and Resolution Time

The minimum Response and Resolution time for the Regional Offices, Business Offices and Head



Office will be as detailed below. Vendor shall abide by the resolution time for all incidents failing which penalty will be applicable as per the clause 15.9

OFFICES	EQUIPMENTS/ITEMS	RESPONSE TIME	Resolution time without replacement	Resolution time with part replacement
Head Office	DESKTOPS	1 Hour	4 Hours	1 Business Day
Regional Offices	DESKTOPS	2 Hours	Next Business Day	4 Business Days
Divisional Office/ Branch Offices	DESKTOPS	6 Hours	Next Business Day	2 Business Days
Business Offices	DESKTOPS	8 Hours	Next Business Day	4 Business Days

### 5.7. Downtime

Down Time is defined as the time during which the systems and/or services running on it are not available and/or are deemed to be not available to the users in part or full due to any non-functioning repairs / problems etc. Downtime will be counted from the time problem is reported to the Vendor electronically or telephonically or by such other means till problem is solved / rectified to the satisfaction of user and penalty shall be applicable beyond permissible resolution time as per the clause 5.6. The admissible down time for every individual component of the system is computed as per the following rules:

#### Maximum Admissible Downtime:

- i. DESKTOPS - Maximum 7 Days calculated over a period of three months.

**Note:** For Equipment which are down from 9 am to 5 pm, the total down time for those equipment will be counted as one day.

### 5.8 The maintenance service does not include:

1. Magnetic media like magnetic disk packs, cartridges, magnetic tapes, tape cartridges and cassettes, CD-ROMS.
2. Accessories like containers, straps, write-protect rings etc.
3. Stationery items including carbon papers and paper tapes.
4. Consumables like print bands, ribbons, daisy wheels, ribbon cartridges, ink, electronic print heads, plotter pens, transparency films, Non-functional parts, like covers, stands etc.

5. The Scope also excludes any damage caused by Electrical burnt component/Physical damage/Accidental Damage. All such cases should be supported by a report signed by NIC official of the concerned office.
6. The Scope excludes normal wear and tear of parts/products.

The Bidder is advised to keep up a store of the consumables/parts/products frequently used but inadequately available in the open market to facilitate timely delivery

## 6. OBSOLESCENCE

If the system spares are not serviceable due to obsolescence of the same, it would be upgraded to state-of-the-art systems / spares at mutually agreed cost to the purchaser as per prevailing market rate, after taking approval from **NIC Head Office, IT Department**. Those items which become obsolete should be eliminated from the scope of AMC-cum-FMS from the day it is reported by the Vendor. Withdrawal of such system shall be communicated to the Vendor and equivalent maintenance charges may be deducted from the original contract amount due to the Service Provider.

## 7. ACCESS TO THE EQUIPMENT AND INFORMATION:

1. NIC shall give Bidder required access to the equipment to enable maintenance services.
2. The Bidder shall submit the list of its authorized personnel to NIC.
3. NIC shall ensure compliance of the technical instructions and guidelines as suggested by the Bidder for the proper running of the systems subject to the condition that they do not hamper work in any way.
4. **Confidentiality of information:** The Bidder and its staff shall maintain strict confidentiality of information. No part of information shall be disclosed to any party in any form during the contract period or thereafter. The Bidder and its staff shall confine themselves to the job assigned and not more. Any violation or attempt of violation may lead to legal action under appropriate law.

## 8. CONTRACT EXECUTION

- a. **On-site Engineer:** Bidder shall position two resident engineers at NIC HO for

DESKTOPS for purpose of call logging, resolution & call co-ordination.

b. The bidder shall submit the detail work plan regarding meeting their Resolution & Response time in connection with Point 5.6

c. Compliance of Statutory Laws :

The Bidder shall comply with and abide by the various rules, regulations and laws relating to The Acts and Rules to be abided by the laws including but not limited to, "The Contract Labor(Regulation and Abolition) Act", "The Minimum Wages Act", "The Employees Compensation (Amendment) Act, 2009", "The Payment of Wages Act", "The Payment of Bonus Act", "The Employees Provident Fund & Misc. Provisions Act", "Inter State Migrant Workmen (Regulation of Employment & Condition of Service) Act" or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work and submit copies as proof of compliance, wherever necessary, to NIC before start of the work.

#### **9. MAINTENANCE OF CALLS RECORD (LOG BOOK):**

Vendor should have call logging software to keep track of each machine failure, which shall have the following parameters.

1. Nature of failure
2. Date and time of booking of the complaint
3. Date and time of the machine becoming operational
4. Date and time of closing of the complaint
5. Office location/code and address.
6. Downtime.

The history will be recorded jointly by the resident engineer of Vendor and representatives of NIC.

#### **10. GENERAL OBLIGATIONS OF THE VENDOR**

10.1 The Vendor shall provide all such information as may reasonably be necessary to affect as seamless handover as practicable in the circumstances to their nominated agencies or its replacement. Bidder and which the Bidder has in its possession or control at any time during the Exit Management Period.

10.2 For the purposes of this Schedule, anything in the possession or control of the Bidder, associated entity, or sub-contractor is deemed to be in the possession or control of the Bidder.

10.3 The Bidder shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

## **11. EXIT MANAGEMENT**

11.1 The Bidder shall provide NIC with a recommended exit management plan (“Exit Management Plan”) which shall deal with at least the following aspects of exit management in relation to the Agreement as a whole and in relation to the Annual maintenance of hardware and facility management in particular.

11.2 A detailed program of the transfer process that could be used in conjunction with a Replacement Bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.

11.3 Plans for the communication with such of the Bidder’s sub-contractors, staff, Bidders, customers and any related third party as are necessary to avoid any material detrimental impact on NIC’s equipment and facility operations as a result of undertaking the transfer.

11.4 During the exit management period, the Bidder shall use its best efforts to deliver the services as Provided in the AMC agreement.

11.5 Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

11.6 This Exit Management Plan shall be furnished in writing to NIC within 90 days from the Effective Date of this Agreement.

11.7 In the event of termination or expiry of Agreement or Operation and Management of the facility, Each party shall comply with the Exit Management Plan.

## **12. REVIEW**

NIC shall conduct periodical reviews from time to time by examining the automated reports generated by bidder such as downtime reports, uptime reports, logbooks, etc.

## **13. ROLE OF THE NIC IT DEPARTMENT**

1. Entering into agreement with bidder.
2. Checking up of the quarterly data of the log book, uptime & down time reports.
3. Conducting regular reviews with the successful bidder.
4. Follow up with the concerned Service Provider.

#### **14. ROLE OF SUCCESSFUL BIDDER**

1. Entering the bipartite agreement with the NIC.
2. Providing staff and services, as defined in the scope of the work.
3. Providing regular reports on the availability of the IT infrastructure to NIC HO IT.
4. Maintaining full confidentiality of NIC data.
5. Reporting to NIC and follow up with OEMs.

**15. IMPORTANT LIMITS AND VALUES RELATED TO BID**

Sl. No.	Item	Description						
1	Bid security EMD	₹20,00,000/-						
2	Bid validity period	90 days from the date of opening of bid.						
3	Bid security validity period	45 days beyond bid validity period.						
4	Contract period	Two years with 3 months termination notice period						
5	Implementation cum performance guarantee value	3% of the contract amount of AMC & FM.						
6	Implementation cum performance guarantee validity period	30 days beyond the expiry of contract period.						
7	Period for submission of implementation cum performance guarantee	Within 14 days of receipt of letter of notification of award.						
8	Period for signing contract	Within 14 days from the date of receipt of letter of notification of award. Bidder needs to get the contract notified and submit to NIC within 5 working days from signing the contract.						
9	Penalty for down time beyond the permissible limit	<p>1. Beyond permissible down time, an amount as mentioned below will be deducted depending upon the criticality of the items:</p> <table border="1" data-bbox="683 1350 1442 1570"> <thead> <tr> <th>Sl. No.</th> <th>Item</th> <th>Penalty Charge/Day (in INR)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>DESKTOPS Systems</td> <td>₹500</td> </tr> </tbody> </table> <p>2. Maximum penalty will be capped @10% of the Contract value for the quarter</p>	Sl. No.	Item	Penalty Charge/Day (in INR)	1	DESKTOPS Systems	₹500
Sl. No.	Item	Penalty Charge/Day (in INR)						
1	DESKTOPS Systems	₹500						
10	Address for correspondence in respect of Technical Clarification	Chief Manager IT National Insurance Company Limited, Head Office, IT Department, 1 <sup>st</sup> Floor, <b>Premises No. 18-0374,</b> <b>Plot no.CBD-81,</b> <b>Rajarhat, New Town,</b> <b>Kolkata-700156</b>						

## **16. INSTRUCTION TO BIDDERS**

### **16.1 General**

### **16.2 Introduction**

Name of the client : **The Chief Manager IT**

**National Insurance Company Limited**

Description of the : Tender call for AMC and FMS

System for which

Tenders are invited

### **16.3 Bidding Procedures through E Tendering:**

#### **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.

#### **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. Maximum **5** number of auto extension is allowed during participation in RA.
  - xii. The products and price offered cannot be withdrawn by the bidder from GeM during the bid validity period.
  - xiii. 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.
  - xiv. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value and last Bid Placed by him.
  - xv. 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.
  - xvi. 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.**



#### 4. Submission of Hard copies:

After submission of the bid online, the bidders are advised to submit the demand drafts towards tender fees and EMD in a separately sealed envelope mentioning the RFP No along with other documents in another separate envelope as required, latest by 1.00 PM of 22<sup>nd</sup> March, 2024. All the bidders are requested to submit the hard copy of complete bid documents (Pre-qualification cum Technical & Commercial Bids) in proper sealed condition as mentioned in the RFP. Mismatching of documents/information will be the cause of rejection. The Company calling for tenders shall not be responsible for any claims / problems arising out of this.

#### 5. Bid Submission Acknowledgement:

a. The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. NIC and GeM will not be responsible for incomplete bid submission by users. Users may also note that incomplete bids will not be saved by the system and will not be available for the Tender Inviting Authority for processing.

6. Before uploading scanned documents, the bidder shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for correctness /authenticity.

Neither NIC nor the service provider (GeM) shall be responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof

The company reserves the right to accept or reject any or all offers. Bid of any of the Bidders may be rejected if a conflict of interest between the Tenderer and the company is detected at any stage.

**Incomplete** offers are liable to be summarily rejected.

#### 7 .Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on GeM Portal (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
  - Prequalification cum Technical Bid
  - Financial Bid
- Submission of information pertaining to Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents/ Addendum

#### 8. Offline Submissions:

*The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope without fail:*

J K Roy, DGM-IT  
National Insurance Company Limited,  
Head Office, IT Department, 1<sup>st</sup> Floor,  
Premises No. 18-0374, Plot no.CBD-81,  
Rajarhat, New Town, Kolkata-700156  
Mobile: - 8335080340.

The envelope shall bear **RFP Number, Due Date and Wordings “DO NOT OPEN BEFORE 22<sup>nd</sup> March, 2024 and contain the following documents:**

1. *Original Bid Security in the form of a Bank Guarantee.*
2. *Original copy of the letter of authorization shall be indicated by written power-of-attorney*
3. *DD of ₹15,000/- drawn in favor of National Insurance Company Limited payable at Kolkata forwards payment of RFP fee.*

*Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.*

**Note: Bidder has to submit bids in both Online and Offline mode. Non-submission of any one, may result to the rejection of entire bid.**

## **9 Opening of bids**

Immediately after the closing time, the NIC Tender Committee shall open the pre-qualification cum technical bids and list them for further evaluation, the commercial bid cover shall be listed and submitted in sealed condition to NIC Contact Person. The sealed commercial bid shall be in custody of a NIC designated officer for opening after evaluation of pre-qualification cum technical bids. The Commercial bids of only those bidders who qualify in pre-qualification cum technical evaluation will be opened. Any participating Bidder may depute a representative to witness these processes.

## **10 Pre-qualification cum Technical bid documentation**

The pre-qualification cum technical bid documentation shall be evaluated in two sub steps firstly, the documentation furnished by the Bidder shall be examined prima facie to see if the technical skill base and financial capacity and other attributes claimed therein are consistent with the need of this project. In the second step, NIC may ask Bidder(s) for additional information and visit Bidder's site and or arrange discussions with their professionals, technical faculties to verify claims made in the prequalification cum technical bid documentation.

## 11 Commercial bid

Final choice of bidder to execute the project shall be made on the basis of conformity to technical requirements appropriate to the services offered, capability of bidder to execute and service the project and appropriate commercial offer from the point of view of cost effectiveness over the entire contract period for the product / services.

## 12 Submission of Bids

1. The bidders shall seal the Pre-Qualification cum Technical bid and Commercial bids in two separate envelopes duly marking the two envelopes as Pre-qualification cum Technical bid and Commercial bid.
2. The two envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to NIC and bear the RFP name/title indicated in the tender call, and **bear a statement for:**
  - a) Pre-Qualification cum Technical bid for opening of online bid:- **“Do not open Before bid opening day and time”**,
  - b) Commercial bids for opening of online bid: - **“Do not open until evaluation of Pre-Qualification cum Technical bid”**.
3. The outer envelope shall clearly indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as late submission. If the outer envelope is not sealed and marked as required above, NIC will assume no responsibility for the misplacement of bids or premature opening.
4. The Commercial bids of the Bidders who do not conform to the Pre-Qualification cum Technical eligibility criteria will not be opened. However, the EMD of such Bidders will be returned in due course. Each set of Pre-Qualification cum Technical and Commercial bids have to be submitted simultaneously by the prospective e-bidders.

## 13 Deadline for submission of bids

1. Bids must be received by the NIC contact person no later than the bid submission date and time specified in the tender call notice.
2. The NIC may, at its discretion, extend this deadline for the submission of bids by amending the tender call notice, in which case all rights and obligations of NIC and bidders previously subject to the deadline will thereafter be subject to the deadlines as extended.

## 14 Late Bids

Any bid not received by the NIC contact person by the deadline for submission of bids will be rejected and returned unopened to the bidder

## **15 Modification and withdrawal of bids**

1. The bidder may modify or withdraw its bid after the bids submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the NIC prior to the deadline prescribed for submission of bids.
2. The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original bid.
3. No bid can be modified subsequent to the deadline for submission of bids.
4. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval may result in the forfeiture of bid security/ EMD.

## **16 Preparation of Pre-Qualification cum Technical bid**

It shall contain of the following parts:

1. General business information.
2. Turnover details.
3. Major clients' details.
4. Profitability/Positive Net Worth details.
5. Bid security (EMD)

## **17 Right To Reject/Accept The Tender**

NIC reserves the right either to reject or accept any or all tenders without assigning any reason thereof. NIC has exclusive right to alter the quantities of materials at the time of placing the final work order. After placing the work order, the NIC may order to defer the delivery or commencement of the service. It may be clearly understood by the tenderer that the NIC need not assign any reason for the above action.

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## **18 STANDARD PROCEDURES FOR OPENING AND EVALUATION OF BIDS**

### **18.1 Bid evaluation procedures**

Bids would be evaluated for entire schedule. Pre-Qualification cum Technical and Commercial bid documents should be in the prescribed format. If a Bidder has any clarification to offer about the procedural aspects of this tender, it should be intimated to NIC during or before the bid clarification date.

### **18.2 Pre-Qualification cum Technical & Commercial Evaluation Criteria:**

NIC will carry out a detailed evaluation of the Pre-Qualification cum Technical bid and commercial bid in order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents. In order to reach such determination, NIC will examine the information supplied by the bidders and other requirements in bidding documents taking into account the criterion mentioned.

### **18.3 Award criteria**

Final choice of the bidder to execute this project shall be made on the basis of conformity to technical requirements, appropriateness of the product / services offered, appropriateness of commercial offer from the point of view of cost – effectiveness, total cost of ownership over entire contract period for the product/service and past track record of bidder.

***The final result will be based on L1 criteria after evaluation of Commercial Bids followed by reverse auction of the Bidders who have succeeded to match Pre-Qualification cum Technical bid Criteria.***

### **18.4 NIC's right to accept any bid and to reject any or all bids.**

NIC reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

### **18.5 Notification of Award**

Prior to expiration of the period of bid validity, NIC will notify the successful bidder in writing that their bid has been accepted. Upon the successful bidder's furnishing of performance security, NIC shall notify each unsuccessful bidder and their bid security deposit will be released.

## **18.6 Signing of contract**

**18.6.1** Immediately after NIC notifies the successful bidder that their bid has been selected, a contract has to be signed between NIC and the Successful Bidder.

**18.6.2** On receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the NIC after notary.

## **18.7 Performance security**

18.7.1 On receipt of notification of award from NIC, the successful bidder shall furnish the performance security valid for the entire contract period in accordance with the conditions of contract, in the performance security form provided in the bidding documents.

18.7.2 Failure of the successful bidder to sign the contract proposed in this document and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security in the event of which NIC may make the award to second lowest bidder.

## **18.8 Corrupt and fraudulent practices**

18.8.1 Corrupt practice means the offering, giving, receiving or soliciting of anything of value or in order to influence the action of the public official in the process of bid evaluation or contract execution.

18.8.2 Fraudulent practice means a misrepresentation of facts in order to influence a procurement, process or the execution of a contract to the detriment of the purchaser and includes collusive practice among Bidders (prior to or during or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

18.8.3 NIC will reject a proposal for award and also may debar the bidder for future tenders in NIC, if it determines that the bidder has engaged in corrupt or fraudulent practices in competing for this tender or in the execution of the contract.

18.8.4 These special conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

## **19 SPECIAL CONDITIONS OF PROPOSED CONTRACT (SCC)**

### **19.1 Payments**

19.1.1 The payment shall be made at the end of each quarter on quarterly basis after receipt of invoice, call logs and other related documents, and on satisfactory completion of maintenance for each quarter subject to production of necessary certificate from the officer / authority to NIC after deducting the down time penalty if any and other recoveries if any.

19.1.2 For the purpose of convenience, quarters synchronize with the calendar quarter will be followed for making payment due, viz, 1st July, 1st October, 1st January and 1st April.

19.1.3 Man Power should be deployed from contract start date and should be available every day till the end of the contract. Penalty would be applicable for absences based on the quoted man power rate.

19.1.4 For Payment, Authority is National Insurance Company Limited, Head Office.

### **20.2 Other terms and conditions**

20.2.1 The Bidder shall comply with such directions as may be issued by NIC from time to time for smooth working and in furtherance of the overall objective.

20.2.2 The Bidder shall be solely responsible for all acts of omission and commission occasioned By their personnel and franchisees in carrying out the terms of the agreement.

20.2.3 The Bidder or his personnel shall not use or cause to be used the data or information Provided to him or acquired by him during the process of providing service for any purpose, whatsoever except for which is required to perform the job as required in the agreement. Such data or information shall be surrendered to NIC at the expiry of the agreement.

20.2.4 In case the Bidder is not able to rectify any of the problems it shall be open for NIC to get the same rectified by the manufacturer or any other suitable agency and recover the entire amount incurred by NIC in the process, from the Bidder by way of deduction from the quarterly charges payable to the Bidder or from performance Security or both.

### **20.3 Delays in the service providers performance**

20.3.1 Delivery of the services shall be made by the Bidder in accordance with the services quality specified by NIC in the bid document.

20.3.2 For any delay by the Bidder in the performance of its obligation under the contract, the

Bidder is liable to the imposition of liquidated damages at a rate as indicated in bid document.

- 20.3.3 If at the time during performance of the contract the Bidder should encounter conditions impeding timely performance of services, the Bidder shall promptly notify NIC in writing of the fact of the delay, its cause and its likely duration. As soon as practicable after receipt of the Bidder's notice, NIC shall evaluate the situation and may at its discretion extend the Bidder's time for performance without liquidated damages.

#### **20.4 Liquidated damages**

If the Bidder fails to perform any one or all the services within the time period(s) specified in section 5.6 of the Contract/RFP, NIC shall without prejudice to its other remedies under the contract deduct from the amount payable to Bidder or from person executing performance guarantee or from both as liquidated damages a sum equivalent to the amount indicated in the bid documents/RFP as per section 15 point no. 9 until actual delivery or performance is made subject to maximum limit of 10% of Contract Value for the concerned year per quarter. Once the maximum is reached NIC may consider termination of the contract.

#### **20.5 Implementation Guarantee / Performance Security/ Performance Bank Guarantee (PBG)**

- 20.5.1 Within the number of days indicated in the bid document from the date of issue of the Work Order by NIC, the Bidder should submit security deposit for the amount indicated in the bid document for the total contract period.

- 20.5.2 The performance security shall be payable to NIC as security deposit money against any Loss resulting from the Bidder's failure to complete its obligation under the contract.

- 20.5.3 The performance security shall be denominated in Indian rupees or in a freely convertible currency acceptable to NIC and shall be in one of the following forms:-

- 1) A bank guarantee issued by a Schedule Bank located in India
- 2) A cheque or bankers certified cheque or crossed demand draft or pay order drawn in favor of the National Insurance Company Limited, payable at Kolkata.
- 3) RTGS/NEFT

- 20.5.4 The performance security will be released by NIC and returned to the Bidder not later than Thirty (30) days following the date of completion of all formalities under the contract.

- 20.5.5 In the event of any contract amendment, the Bidder shall within 15 days of receipt of such amendment furnish the amendments to the performance security rendering it valid for the balance period of the Contract.



## 20.6 Termination for Default

20.6.1. NIC without prejudice to any other remedy available for breach of Contract may terminate the Agreement in whole or in part, by 30 days' notice in writing to the Bidder for any one or all of the following:

If the Bidder fails to maintain the systems to the minimum assured quality as per the scope of the work OR If the Bidder fails to provide all or any of the Contracted services as per service standard specified in the Agreement OR If the Bidder fails to perform any other obligation(s) under the Agreement OR If the Bidder in the judgment of NIC has engaged in corrupt, fraudulent practices.

20.6.2 NIC shall issue a notice explaining the nature of violations committed by the Bidder or/and afford an opportunity to the Bidder to represent his case before taking any such decision.

20.6.3 In the event NIC terminates the Agreement in whole or in part, NIC may procure upon such terms and in such manner as it deems appropriate services similar to those undelivered and the Bidder shall be liable to pay to NIC for any excess costs incurred for procuring such similar services. However the Bidder shall continue to perform the agreement to the extent not terminated.

20.6.4 On such termination, in addition to any other remedy available under the contract, the EMD, Implementation/performance Security/PBG will be liable for forfeiture.

**NOTE: It may also be noted that NIC can reduce/exclude the items mentioned in the PO by any number with 30 days advanced notice and will not pay the same from the date of exclusion/reduction. Payment will be done on Pro-rata basis.**

## 20.7 Termination for Insolvency

The agreement can be terminated by giving written notice to the Bidder/without compensation to the Bidder/s, if:

(a) The Bidder/s become bankrupt or is/are otherwise declared insolvent;

(b) The Bidder being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser.

## **20.8 Termination for Convenience**

NIC may by written notice sent to the Bidder/s terminate the Agreement, in whole or in part, any time for its convenience. The notice of termination shall specify that termination is for NIC's convenience, the extent to which performance of work under the Agreement is terminated and the date on which such termination becomes effective.

## **20.9 Force De Majeure**

20.9.1 Notwithstanding the provisions contained herein the Bidder/s shall not be liable for Forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force De Majeure.

20.9.2 For the purpose of this clause "Force De Majeure" means an unforeseeable event beyond The control of the Bidder/s and shall not include the fault, negligence or delay on part of Bidder, his OEM or any other party. Such events may include, but are not restricted to, acts of the purchaser in its contractual capacity, wars or revolution, fires, floods, epidemic, quarantine restrictions and freight embargoes.

20.9.3 If a Force De Majeure situation arises, the Bidder/s shall promptly notify the Purchaser in writing of such condition and the clause thereof. Unless otherwise directed by the purchaser in writing the Bidder/s shall continue to perform their obligations under the contract as far as is reasonably practical, and shall adopt all reasonable alternative means for performance not prevented by Force De Majeure clause.

## **20.10 Assignment & Sub Contracts**

The Bidder shall not assign, in whole or in part its rights and obligations to perform under this Contract to any third party.

## **20.11 Amendment to the Agreement**

Amendment to the Agreement may be made by mutual agreement by both the parties. No variations in modification in terms of the Contract shall be made except by written agreement by both the parties.

## **20.12 Approval law**

The terms and conditions of the contract/bid document shall be interpreted in accordance with Law which it is appropriate in India.

## **20.13 Resolution of Disputes**

20.13.1 In case of any dis-agreement or dispute arising between the parties NIC and Bidder shall make every effort to resolve the same amicably through direct negotiations.

20.13.2 The dispute shall be decided as per Arbitration and Conciliation Act, 1996. The language of arbitration shall be in English and the venue of arbitration shall be at Kolkata, India.

#### **20.14 Notices**

20.14.1 Any notice given by one party to the other, pursuant to this agreement shall be sent to the other party in writing or by E-mail or facsimile and confirmed in writing to the other party's address.

20.14.2 A notice shall be effective from the date, when it is delivered or tendered or affixed at a conspicuous place of working, whichever is earlier.

#### **20.15 Indemnification**

NIC will not indemnify for any loss or damages caused to the Bidder or its employees in any manner during their performance on the project.

#### **20.16 Taxes and duties**

The Bidder shall be entirely responsible for all taxes, duties, license fee, Octroi, Road permits and insurances until delivery of the contracted goods/ services at the site of the user or as per the terms of the tender document if specifically mentioned.

#### **20.17 Imposition of Penalty**

In case any equipment/ system remains down beyond the admissible downtime specified elsewhere in the bidding document, penalty will be imposed on the bidder. The amount of penalty on downtime for each equipment/ systems shall be calculated per quarter. The maximum penalty that can be imposed in a quarter will be 10% of the contract value.

#### **20.18 Limitation of Liability:**

20.18.1 Notwithstanding anything contained herein, neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through Vendor) that may arise out of or result from this Proposal. The aggregate liability of Vendor, under this Proposal, shall not exceed the fees (excluding reimbursements) received by it under this Proposal during one year preceding the date of such claim.

20.18.2 Either Party agrees to defend, indemnify, and save harmless the other Party and its officers and directors, employees, agents, and representatives from any and against all losses, claims, costs, liabilities, or expenses incurred, whether based in claims of tort or contract (including court costs and attorney fees) incurred or sustained by the latter due to the formers' gross negligence, fraud, willful misrepresentation, or breach of confidentiality.

## 20.19 TERM AND TERMINATION

20.19.1 **Term:** This Contract shall commence on the Effective Date for a period of two years for DESKTOPS and shall remain in force unless terminated in accordance with the terms set forth herein. Sixty (60) days prior to expiry of the contract the Bidder shall submit a proposal to continue the Services at the same or lesser rate, terms and conditions.

20.19.2 NIC shall have the right to terminate this Proposal at any time:

- **Without Cause and for Convenience**– with prior written notice of ninety (90) calendar days.
- **With Cause** – in the event that the Vendor commits a material breach of the Contract and fails to cure such default within thirty (30) days.

20.19.3 **Effect of Termination:** Upon expiration or termination of this Contract all rights and benefits granted by this Proposal shall revert to the respective Parties; and all amounts due to Vendor (including any agreed upon demobilization and transitioning back charges) up to the effective date of termination shall be immediately payable.

## 20.20 CONFIDENTIALITY

20.21.1 All information communicated by one Party to another, designated as confidential, shall be held in strict confidence by both Parties and be used only for purposes of this Contract. Any information disclosed in intangible form shall be reduced to writing within thirty (30) days of such disclosure. No such information, including the provisions of this Contract, shall be disclosed by the recipient Without the prior written consent of disclosing Party, except as required by law. If either Party is required to disclose any confidential information of the other Party, the Party so required shall notify the disclosing Party immediately and shall co-operate in seeking a reasonable protective order.

20.21.2 This section shall not apply to information which is

- (i) In the public domain,
- (ii) Already known to the recipient and the recipient can show that it was in possession of such information prior to receipt of such information from the disclosing Party,
- (iii) Developed independently by the receiving Party without the benefit of any confidential information of the disclosing Party, or
- (iv) Received from a third party without similar restriction and without breach of this Contract or a Similar Contract.

20.21.3 The confidentiality obligation of Customer and Vendor would not end with the termination/expiry Of this contract, but shall continue for one (1) years after the expiry/ termination of this Contract.

**21. INTEGRITY PACT**

**"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 AMC of DESKTOPS (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 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 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 parties 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 Raghunath Prasad Tripathi.**

**Address:** E8/31, Basant Kunj, Arera Colony, Bhopal, MP - 462039

**e-mail id:** trip1961[at]hotmail[dot]com

**2. Shri Aditya Kumar Mittal.**

**Address:** Flat C-2/10(3102), Vanashree CHS, Plot 1 & 2, Sector 58A, Palm Beach Road, Near Seawood Estates, Nerul (west), Navi Mumbai - 400706.

**e-mail id:** adityakumarmittal[at]gmail[dot]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) \_\_\_\_\_

---

## 22. MISCELLANEOUS

**22.1 Intellectual Property.** No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this Proposal. Vendor may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Vendor, and no rights shall be deemed to have accrued to the Customer.

**22.2 Non-Hire Non-solicitation.** Customer shall not, without the written permission of Vendor, directly or indirectly solicit, induce, hire, recruit, make an offer of employment or engagement to or encourage any Vendor Personnel to leave their employment, or take away such Personnel or attempt to solicit, induce, hire, recruit Personnel either for itself or for its affiliate or for any other person or entity during the term of this Proposal and twelve (12) months thereafter.

**22.3 Governing Law and Jurisdiction.** This Proposal shall be governed by laws in force in India and both Parties agree to submit to the jurisdiction of courts at Kolkata.

**22.4 Successors and Assigns.** This Proposal shall be binding on the successors in interest and permitted assigns of both Parties.

**22.5 Notices.** Notices as required under this Proposal shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement.

## 23 COMMERCIAL BID

### 23.1 COMMERCIAL OFFER FOR AMC OF DESKTOPS (Table A)

Sl. No.	Item Description	Brand	Quantity	AMC Rate Per unit	Annual amount	Total Amount for 2 years	Tax	Total Amount for 2 years including Tax
1A	DESKTOPS Systems	• HP AIO 705 G1 and G2	2100	₹	₹	₹	₹	₹
1B		• HP SFF	1700	₹	₹	₹	₹	₹
1C	Manpower (Resident Engineer)		2	₹	₹	₹	₹	₹

#### NOTE:

- The L1 price would be decided on the basis of 'Total Price' as given in TABLE A after Reverse Auction.
- While issuing PO, bidder needs to provide CV of the resource within 14 days, Bidder must follow Minimum wages Act policy as per Govt. guidelines, compliance framework for statutory and other norms (Documents need to be submitted), Resource should have experience as mentioned in RFP in providing support for IT Hardware. Documents for the same needs to provide within 14 days of issuing PO.

\_\_\_\_\_  
Signature of witness

Date:

\_\_\_\_\_  
Company Seal

\_\_\_\_\_  
Signature of the Tenderer

Date:

**Optional items (To be uploaded in PDF Format along with Bid)-Validity will be entire Contract period**

<b>Items</b>	<b>Sub Items</b>	<b>Rate Per Unit</b>
<b>HP AIO Desktop- 705 G1,G2</b>	Mother Board	₹
	Display panel	₹
	500 GB Hard Disk	₹
	8GB RAM	₹
	SMPS	₹
	256 GB SSD	₹
	Processor	₹
<b>HP-SFF Desktops 705 G1 mini</b>	Mother Board	₹
	Hard Disk 500GB	₹
	Monitor	₹
	K/B Mouse	₹
	Processor	₹
	Adapter	₹
	256 GB SSD	₹
	8GB RAM	₹

\_\_\_\_\_  
Signature of witness

Date:

\_\_\_\_\_  
Company Seal

\_\_\_\_\_  
Signature of the Tenderer

Date:

**Bidder's Letterhead**

(Registered Name and address of the bidder)

To

DGM

National Insurance Company Limited  
Head Office, IT Department, 1<sup>st</sup> Floor,  
Premises No. 18-0374, Plot no.CBD-81,  
Rajarhat, New Town, Kolkata-700156

Sir, having examined the bidding documents we the undersigned, offer to provide services/execute the works for the following project in response to your tender call dated .....

Project title:

We undertake to provide services/execute the above project or its part assigned to us in conformity with the said bidding documents for an estimated sum of ₹ ..... Only (in words and figures) which may vary in accordance with the actual schedule of quantities to be attached with the letter of award and options made by National Insurance Company Limited.

- i. We hereby enclose the EMD in the required form and enclose each bid separately.
- ii. We undertake to abide by the decision of NIC in the matter of acceptance or rejection of our bid.
- iii. The implementation/performance guarantee of a bank in accordance with the requirements for the due performance of the contract would be submitted within the time limit prescribed in the bid document.
- iv. We hereby undertake to abide by the bid condition, including pre-bid meeting minutes if any which would remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.

Place:

Date:

**Bidder's signature**  
and Seal

**Specimen Contract Form**

THIS AGREEMENT made on the .....day of .....(year) between the NIC ( hereinafter ‘User’) of one part and .....(Name of Bidder) of .....(City and Country of Bidder) (hereinafter Bidder”) of the other part:

WHEREAS: USER is desirous that certain solution, services and materials, as described in the bid document and briefly outlined below should be provided by the Bidder.

Date of tender:

Brief outline of the work:

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In this agreement words and expression shall have the same meanings as are respectively assigned to in the bid document referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement

- a. Clarifications issued if any.
- b. Justification on bid document issued if any.
- c. Bid submitted by successful bidder
- d. Pre-bid conference minutes if any
- e. Bid documents

In consideration of the payments to be made by the NIC to the Bidder as hereinafter mentioned, Bidder hereby makes the averments with the NIC to provide the goods and services in conformity with the provisions of the contract.

The NIC hereby covenants to pay the Bidder in consideration of the provision of the goods and services and remedying the defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed in the contract.

Brief particulars of the goods and services which shall be supplied / provided by the Bidder as given in Annexure may be prepared and annexed.

IN WITENESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws on the day and year above written.

-----  
 Signed, and delivered by  
 For and on behalf of Bidder.  
 Bidder’s common  
 Place  
 Date:

-----  
 Signed, and delivered by  
 For and on behalf of NIC  
 Seal:  
 Place :  
 Date :

In the presence of .....

1.

1.

Ref.No..

**Bid Security (EMD) Form**

**(To be issued by a scheduled bank in India)**

Whereas..... (herein after called the Bidder) has submitted its bid dated..... (Date) for the execution of ..... (herein after called the Bid) presents that WE..... Of ..... Having our registered office at..... (Hereinafter called the Bank) are bound unto National Insurance Company Limited called the NIC for the sum of .....which payment well and truly to be made to the said NIC itself, its successors and assignees by these parameters.

The conditions of these obligations are

1. If the bidder withdraws its bid during the period of bid validity OR
2. If the bidder having been notified of the acceptance of its bid by the NIC during the period of bid validity fails to respond to any notice or request for clarification issued by NIC OR
3. Fails or refuses to execute the contract form if required OR
4. Fails or refuse to furnish the performance security, in accordance with the bid retirement

We undertake to pay the NIC up to the above amount upon receipt of its first written demand, with NIC having to substantiate its demand. Provided that in its demand NIC to note that the amount claimed by him is due to him and owing to the occurrence of all or any of the above two conditions, (specifying the occurred condition or conditions).

This guarantee will remain in force up to and including 45 days after the period of the bid validity and demand in respect thereof should reach the bank not later than the above date.

-----  
Place :

Date: :

Signature of the Bank  
and Seal.



**Performance Security Form**

**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, IT Department, 1<sup>st</sup> Floor,  
Premises No. 18-0374, Plot no.CBD-81,  
Rajarhat, New Town, Kolkata-700156

Dear Sirs,

In consideration of your having placed a Work Order for Annual Maintenance, Preventive Maintenance and Facility Management services (with..... and your agreeing to pay the aforesaid Messers

.....  
.....(hereinafter referred to as 'The Vendor and shall include his heirs, successors and permitted assigns) a sum of ` ..... (Rupees.....) as and by way of payment in terms of the Contract / Work 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 at .....with 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 Vendor as aforesaid by reason of any default or defaults on the part of the Vendor in the due supply of plant / machinery / equipment / spares / services for carrying out any work or discharging Vendor'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 Vendor 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 Vendor 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 Vendor as aforesaid.
2. Notwithstanding anything to the contrary, NIC's decision as to whether the Vendor 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 three months after end of contract it is released by NIC on the applications by the Vendor after completion of AMC, PM & FM services at site provided always this guarantee shall in no event remain in force after the day of 30<sup>th</sup> June 2026 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 Vendor'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 Vendor or to postpone for any time or from time to time any of NIC's rights or powers against the Vendor 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 Vendor, or any other forbearance, act or omission on NIC's part or any indulgence by NIC to the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor from time to time arising out of or in relation to the 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 Vendor 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 Vendor 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 Vendor.
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 favor 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 .....  
.....BANK LTD.

FOR&ON BEHALF OF THE

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  
-----

Place :

Bank

Date: :

Signature of the

and Seal.

**ANNEXURES:**

**Annexure-I**

**Bidder Information**

- a. Name of the Company/Firm :
- b. Address :
- c. Telephone Number(s) /Fax No.:
- d. Email :
- e. Web-site :
- f. Legal Status : Public Ltd Company/Private/partnership firm
- g. Date of establishment :
- h. Quality certifications attained by the firm :
- i. Contact Person Name:

E-mail:

Phone No./Mobile No:

**j. Tender Fee details–**

Name of the Bank:

DD No. and Date:

Amount:

DD valid up to:

**k. EMD details–**

Name of the Bank:

EMD Value:

EMD Valid up to:

RTGS/NEFT Transfer details

i.GST and PAN Number

---

Place:

Date:

Bidder's signature

Bidder's seal

Annexure-II

BIDDERS EXPERIENCE IN THE LAST 3 YEARS

SLN o	Reference	Description of experience	Turnover of the firm (INR in Crores)			List of clients
			FY 2020-21	FY 2021-22	FY 2022-23	

---

Place:

Date:

Bidder's signature

Bidder's seal

**Annexure-III**

**Bidders Turnover**

<b>Sl. No.</b>	<b>Turnover Description</b>	<b>Financial year</b>	<b>Amount (INR in Crores)</b>
1.		2020-21	
2.		2021-22	
3.		2022-23	

---

Place:

Date:

Bidder's signature

Bidder's seal

**Annexure-IV**

**Bidders Profit/Net Worth**

<b>Sl. No.</b>	<b>Financial year</b>	<b>Profit in INR or Positive Net Worth</b>
1.	2022-23	
2.	2021-22	
3.	2020-21	
4.	2019-20	
5.	2018-19	

---

Place:

Date:

Bidder's signature

Bidder's seal

**Annexure-V**

**List of customers with the Bidders having similar nature of contract**

<b>Sl. No.</b>	<b>Description of Project/Scope of the work</b>	<b>Name of the Clients</b>
1.		
2.		
3.		

---

Place:

Date:

Bidder's signature

Bidder's seal





**ANNEXURE – VII**

**Model Call Reports**

Name of the office booking complaint:

Date of complaint:

Time of complaint:

Name of the failed equipment/network:

Nature of failure:

Date and time the equipment becoming operational:

Down time:

(Signature of the officer booking complaints)

(Signature of the Bidder's representative attending complaints)

**ANNEXURE – VIII**

**PREVENTIVE MAINTENANCE REPORT (PMR)**

**DATE:**

Officer Location:

Officer In charge:

Office Code:

Quarter:

Summary of Equipment:

Action Taken:

Sl. No. of Desktop Computers:

Sl. No. of Desktop Computers:

List of activities performed (Yes/ No/ Not Applicable):

- |   |   |
|---|---|
| 1) Temp file/Cache/Cookies/Junk file clearance                            | : |
| 2) Antivirus software status check (updated or not)                       | : |
| 3) NIC Image Installed or not   | : |
| 4) Unwanted Software/File/Application present (Like Video,.exe files etc) | : |
| 5) Cleaning of all Equipment under AMC                                    | : |
| 6) Operating system/drivers checked                                       | : |
| 7) Inventory Done   | : |

Reason for No Action (if any):

Suggestions/Remarks (if any):

Name of Engineer:

Name of Officer:

Signature & Seal

Signature & Seal

(FM Engineer)

(NIC)

**ANNEXURE – IX**

**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 that are neither involved in the consultancy contract to which this procurement is linked; nor if we are part of more than one bid in the procurement; nor if 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 (Bidder's 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)

**For NIC offices across India –Please refer to NIC Website**

**<https://nationalinsurance.nic.co.in>**

\*\*\*\*\*END OF DOCUMENT\*\*\*\*\*