

RFP NO: NIC/IT/RFP/05/2024/MFP Printers



National Insurance Company Limited
Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81,
New Town, Kolkata-700156

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SECTION - I

Definitions, General Terms and Conditions



National Insurance Company Limited

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

New Town, Kolkata-700156

1.1 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 '**MFP printers**' means Multi Function printers and related Software, drivers, manuals and other accessories for the applicable items, which the Supplier is required to supply and install at the locations of the Purchaser under the order/contract, as per specifications detailed in **Section IV** of this RFP.
- e) The 'Contract' means the agreement which should be notified through notary entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the Purchaser and the Supplier, 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). A specimen of the Contract has been given in **Section – VII**
- f) 'OEM' Means Original Equipment Manufacturer of the MFP printers '.
- g) The 'Supplier/Authorized Channel Partner/ Authorized Service Partner (ASP)' means the person or the firm or the company with whom the order for the Delivery and Installation of the MFP printers /Maintenance/Services is placed, and shall be deemed to include the Supplier's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assignees, as the case may be unless excluded by the terms of the contract.
- h) The term 'Bidder' means 'Supplier/Authorized Channel Partner/Authorized Service Partner (ASP)' till submission and evaluation of RFP. The term 'Bidder' may include Original Equipment Manufacturer (OEM) wherever applicable. At the time of issue of Purchase Order and signing of Contract, the successful Bidder will be termed as 'Supplier'.
- i) The 'Bid Price/Contract Price' means the 'Total Price' (As per column 'B' of Table 'A', Section-VI) payable to the Supplier subject to liquidated damages (if any) under the contract.
- j) The 'Contract Value' means the total cost of all MFP printers ', related Software and other accessories to be supplied and installed and related services by the Supplier.
- k) 'EMD' means Earnest Money Deposit being the amount to be deposited by the bidder to NIC in the form of Demand Draft along with the bid.
- l) 'PBG' means Performance Bank Guarantee to be submitted by the supplier as the guarantee of performance against the concerned Order.
- m) The 'Order' means the Purchase Order issued in favor of the successful Bidder.
- n) 'Service' means services ancillary to the supply of the MFP printers ', such as transportation, insurance, installation & commissioning, maintenance, any other incidental services and obligations of the Supplier covered under the contract.
- o) The term 'Authorized Signatory' as used in the RFP document shall mean one who has 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.
- p) Wherever the word 'he' appears in this document, it shall be deemed to include 'she', 'it' as may be appropriate.

q) Inspection team will consist of NIC officials and any other Inspection Agency appointed by NIC.

'NIC Address' means the address for bid submission and opening of RFP / verification/ Technical evaluation of MFP printers and is as follows:

General Manager-IT
National Insurance Company Limited

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

New Town, Kolkata-700156

Contact Person: Shri Chiranjib Das

Contact No.: 7799901790

[E-mail: chiranjib.das@nic.co.in](mailto:chiranjib.das@nic.co.in)

[CC to kallol.basu@nic.co.in](mailto:CC%20to%20kallol.basu@nic.co.in), jk.roy@nic.co.in, satish.kumar@nic.co.in, mohit.kumar@nic.co.in

NIC reserves the right to extend the last date/time for submission of bids or modify the Technical Specifications/locations of delivery/conditions stipulated in any one items of this RFP Documents till final bid submission date and all such changes/modification will be informed through NIC website: <https://nationalinsurance.nic.co.in> as well as , <https://eprocure.gov.in> and gem.gov.in

1.2 Application:

The General Terms and Conditions of the RFP as laid down in this section shall apply over and above the provisions of the contract to the extent not specifically mentioned in the contract.

1.3 Earnest Money Deposit (EMD):

The offer for supply, installation and maintenance of MFP printers in different NIC offices across India' must be accompanied with a deposit in the form of Bank Guarantee (BG)/Demand Draft (DD)/NEFT for amount mentioned in Section II payable at Kolkata in favor of "National Insurance Company Limited" issued by any Scheduled Commercial Bank, which would carry no interest. Non-submission of EMD along with Pre-Qualification cum Technical Bid will disqualify the Bidder and his Commercial Bids will not be entertained.

The **EMD** and/or the Performance Guarantee to be furnished by the successful Bidder may be forfeited if the Bidder:

- i. Withdraws his bid at any time before the LOI or Purchase Order or Advice forexecution is issued against the respective RFP.
OR
- ii. Fails or refuses to receive the Purchase Order within three working days fromthe date of issuance of the Purchase Order.
OR
- iii. Fails or refuses to execute the work after having been identified as L1 through reverse auction before or after LOI/Purchase Order/Advice execution is issued.
OR
- iv. Fails or refuses to furnish the Performance Guarantee of 3% of the Contract
- v. Fails or refuses to execute the Contract and to do notary for the same
OR
- vi. Fails or refuses to execute the work as per the Contract
OR
- vii. The MFP printers supplied are not accepted by NIC Official/s and/or Consultant/s of NIC due to non-compliance of any terms & conditions of RFP.
OR
- viii. Fails to commence the delivery, installation & commissioning within 14 weeks for offices located in States of North East or Jammu and Kashmir and within 12 weeks for all other locations from the date of receipt of Purchase Order.
OR
- ix. Fails to commence the Pre-dispatch Inspection within 6 weeks from the date of receipt of Purchase Order, for reasons exclusively attributable to the supplier/ channel partner/ OEM.

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

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

Note: Only Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by department of Micro, Small and Medium Enterprises (MSME) assigned with printers selling are exempt from submission of EMD (Bid Security) and tender fees. Bidders claiming exemption of EMD under this rule (170 of GFR) are however required to submit a signed Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 12 months from being eligible to submit bids. Non submission against the same at Pre-qualification stage, will disqualify the bidder.

1.4 Pre-Qualification:

Pre-Qualification Bids will be evaluated based on eligibility criteria as mentioned below:

ELIGIBILITY CRITERIA FOR supply, installation and maintenance of MFP printers:

- (i) The bidder should be **Original Equipment Manufacturer (OEM) or Authorized Channel partner or Authorized Service Partner of the manufacturer holding authority from the OEM to deal with the National Insurance Company Limited on behalf of the manufacturer**, for the products quoted for. This shall be supported by appropriate documentary proof with competent authority, having POA from OEM. The Bidder should be **capable of delivering and installing the systems specified in this RFP within Fourteen weeks for offices located in States of North East or Jammu and Kashmir and within a period of Twelve weeks for all other locations** from the date of issue of the Purchase Order the Bidder should have **sold minimum 100 nos MFP printers in one single order in any of the last 3 financial years (2020-21, 2021-22 and 2022-23) in any Govt./PSU/BFSI sector. (Documentary proof needs to be submitted) and should have a minimum turnover of Rs.75.00 crore in each of the last three financial years i.e. 2020-21, 2021-22 and 2022-23.** This has to be substantiated by the audited Balance sheet of the Firm / Company for the relevant years.
- (ii) The Bidder should have posted positive net profit and positive net worth in last three financial years **i.e. 2020-21, 2021-22 and 2022-23.** This has to be substantiated by the audited Balance sheet of the Firm & Company Auditors certificate for the relevant years.
- (iii) The Bidder/OEM should have service support infrastructure in all Metro cities and preferably in all other locations where Regional Offices of National Insurance Company Limited, are located across India. (Documentary proof needs to be submitted)
- (iv) The Bidder (In case of OEM, either OEM directly or through channel partner) should have executed at least three single Work Orders each with a minimum value of Rs.2.00 crore (Rupees Two Crore) only in each of the last three financial years **i.e. 2020-21, 2021-22 and 2022-23.** Photocopies of Work order have to be submitted as a documentary proof.
- (v) 'Bidders' and 'Suppliers/Authorized Channel Partners/Authorized Service Partners (ASP)' who have failed to execute any purchase order issued by NIC, in last 5 financial years **(2018-19, 2019-20, 2020-21, 2021-22 and 2022-23)** are not eligible to participate in this tender exercise. The Bidder should submit valid declaration letter signed by their authorized POA holder along with Bid.
- (vi) OEM has to qualify to bid as per provisions of Land Border Clause specified under section 1.36 of this RFP.
- (vii) 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.
- (viii) 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-VII
- (ix) Bidder has to submit Integrity Pact and POA in non-Judicial Stamp Paper while submitting the Bid along with PQB.

- (x) The bidder/OEM should submit valid ISO certificate:
 - a. ISO 9001:2015
 - b. ISO 14001:2015
 - c. ISO/IEC 27001: 2013.

The Technical and Commercial bids of the Bidders who do not conform to the Pre-Qualification eligibility criteria will not be opened.

Technical Specification:

The technical specifications of the proposed MFP printers, should comply with the technical specifications as given in **Section – IV**. National Insurance Company Limited has the sole discretion to accept or reject bids without deviations from the technical specification given in **Section – IV**. The technical specifications are the minimum requirements and the Bidder may offer higher/better specification/configuration.

1.5 Technical evaluation:

The evaluation of the Technical bids may be done in two stages:

(a) Evaluation of the Technical bid documents submitted by the Bidders.

(b) Evaluation of the offered model/s of 'MFP printers' by physical verification/demonstration.

- i. The Bidders must submit one sample of the MFP printers (Exact prototype) along with preloaded software as required by NIC along with Tender documents at the time of bid submission or latest by 7 days within the bid submission date for verification and evaluation of the technical specifications and performance, failing which their Bids will not be considered for further evaluation.
- ii. The Bidders will be required to demonstrate, the functionalities of the MFP printers for verification of the technical specifications offered in the RFP, to the officials and Technical Evaluators of the Company at 'NIC address' or any other location on the specified date and time as specified by NIC.
- iii. Failure to comply with this requirement may result in disqualification of the bidder and cancellation of the bid submitted by him.
- iv. The Commercial bids of only those Bidders who qualify at technical bid evaluation stage and whose products are found to meet with the specifications offered by them after the above physical verification and demonstration, will be opened on specified date and time in Section II.

Note: The tender is a two-stage tender, where pre-qualification bids and technical bids will be opened simultaneously and commercial bids of only successful bidders of pre-qualification and technical stage will be opened which will be followed by reverse auction. The technical bids of only those bidders will be evaluated who will be successful in pre-qualification bids.

1.6 Price Schedule:

- 1.6.1 All quotes are to conform to the format as per Price Schedule in Section – VI; Quotes should be only in INR.
- 1.6.2 The Bidder will submit their quotations after carefully examining the documents/conditions. The Bidder must obtain for himself on his own responsibility and at his own expenses all the information necessary to enable him to prepare and submit a proper quotation.
- 1.6.3 It will be the responsibility of the Bidder to take care of all formalities, if any, necessary as per orders of any government/non-government authority in force at the point of time of delivery of said items.
- 1.6.4 The final price for evaluation for the supply, installation and commissioning of the 'MFP printers' would be decided on the basis of the L1 decided through reverse auction in GeM Portal.**

Note: This is tendering exercise for the discovery of Price and PO will be subject to internal Approval of NIC once the rate is discovered through reverse auction.

- 1.6.5 The Supplier shall agree to maintain the price validity for a period of 1 (One) Year from the date of issuance of Purchase Order and for entire contract period for optional items as mentioned in RFP.**
- 1.6.6 Arithmetical errors will be rectified on the following basis:
- 1.6.6.1.1 If there is discrepancy between words and figures, words will prevail.
 - 1.6.6.1.2 If there is a discrepancy between the break-up price and total price, the break-up price shall prevail.
 - 1.6.6.1.3 If tax amount does not corroborate with the tax percentage mentioned in the price bid, the tax percentage prevails and amount shall be corrected up to two decimals.
 - 1.6.6.1.4 The total amount shall be rounded off to Rupees for the purpose of determining L-1 bidder.

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 successful 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.

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.

1.7 Pre-Dispatch Inspection (PDI):

NIC at its discretion may ask for Pre-Dispatch inspection (PDI) of MFP printers, as per the Purchase Order to be placed with the technically qualified and lowest quoted Bidder/s through reverse auction which will be done by the Technical Evaluators /and or Officials of NIC at the factory/site (location) of the Manufacturer/Supplier within India. The site (location) other than the factory site must be accepted and approved by NIC prior to the conducting of PDI. The factory/ site should have necessary infrastructure for conducting the PDI. The Supplier/s will intimate NIC as to when the systems are ready for pre-shipment inspection. The supplier shall submit the serial numbers of the MFP printers prior to fixing of PDI date. The Supplier/s shall make all the necessary arrangements for testing of products in presence of the Technical Evaluators of NIC. Guidelines of test procedures for pre-shipment inspection may be intimated to the Supplier/s before pre-shipment inspection by NIC.

1.8 What the Supplier/s should do: Before Pre-Shipment Inspection

1.8.1.1 Confirm to NIC the date/s on which Pre-Shipment inspection can be done

1.8.2 On arrival of the pre-shipment inspection team at the manufacturer's/supplier's site, the Supplier/s must comply with the following:

1.8.2.1 Offer all quoted MFP printers for inspection to the inspection team as per the list of serial numbers of all the MFP printers submitted prior to the commencement of Pre Dispatch Inspection.

1.8.2.2 Make requisite arrangements and to keep ready all MFP printers in the test bench in batches such that the

inspection of MFP printers may be completed within 1 week. While calculating the period of delivery, due allowance will be given for the actual number of days spent on such inspection.

1.8.2.3 The Technical Evaluators will test all MFP printers. After testing the systems, the Consultants/NIC will affix their seal on the systems in token of having accepted the systems and found them to be according to the specifications ordered for.

1.8.2.4 Once seals are pasted on the MFP printers, after inspection by the inspection team, the MFP printers should not be opened, seals should not be tampered with until installed at respective sites. If seals are found to be tampered at the time of installation by NIC officials, those machines with seals tampered will be liable for rejection at the option of NIC.

1.8.2.5 If any of the systems fail during testing, additional testing charge, if any, for the unit replacing the failed unit as may be payable to NIC's consultants shall be borne by the Supplier/s. Alternatively, the charges for such additional service as will be claimed by the Consultant of NIC as per the Agreement with them will be recovered from the bill amount payable to the Supplier/s.

1.8.2.6 In case the stay of the Inspection team gets extended or a second visit is required for inspection due to the delay/non-cooperation on the part of Supplier/Manufacturer, the cost to NIC's inspection team shall be borne by the Supplier/s. Alternatively, the cost to NIC will be recovered from the bill amount payable to the Supplier/s.

1.9 Confirmation in Writing for Technical Bid Letter:

The Bidder must submit properly signed "Technical Bid Letter" as per format given in **Section-V** along with the Technical bid, failing which, the bid will not be considered for further evaluation.

1.10 Other Conditions:

1.10.1 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.

1.10.2 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.

1.10.3 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.

1.10.4 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.

1.10.5 No price variation / adjustment, explanation, correction or any other escalations will be entertained.

1.10.6 National Insurance Company Limited does not bind itself to accept any bid and reserves the right to accept/reject any bid without any reasons thereof.

1.10.7 A bid determine not substantially responsive will be rejected by the purchaser and cannot be made subsequently responsive.

1.10.8 Bidder should submit the bid documents (Eligibility documents along with hard copy Tender Fee and EMD, Technical & Price Bid) in hard copy format to NIC office within 1 hour from the submission time line mentioned for online bidding.

1.11 Delivery and Installation:

Delivery, Installation & commissioning of the MFP printers, ordered for is required to be completed latest within Fourteen weeks for offices located in States of North East or Jammu and Kashmir and within Twelve weeks for all other locations from the date of placement of the Purchase Order. The cost of delivery and installation, if any, will have to be borne by the Supplier and no separate charges will be paid by NIC.

Delivery is deemed to be completed when the material will be reached at NIC locations in Good condition. An authorized official of NIC should acknowledge delivery of the supply, of MFP printers at locations.

Installation is deemed to be completed when:

- a) Supply, installation and commissioning of MFP printers /other software as specified in the Purchase Order becomes fully functional, after delivery at the specified location.
- b) The Supplier shall be responsible for installing and testing the Printer
- c) Office wise delivery details will be provided to L1 bidder along with PO.

The supply, installation and commissioning MFP printers should be done under the supervision and guidance of NIC officials.

1.12 Place of delivery and installation:

Delivery of MFP printers should be made by the Supplier at the locations of the offices of NIC which will be provided along with the Purchase Order.

1.13 Terms of Payment:

1.13.1 All payments pertaining to this RFP will be made from respective NIC Regional Offices and NIC Head Office. The applicable GST will be paid by NIC as per Invoice of the supplier.

1.13.2 Performance Guarantee of 3% of Contract Value in the form of BG covering the entire warranty period from the last date of installation and commissioning of last unit of MFP printers should be furnished by the successful Bidder/s in favor of NIC within **two weeks** from the issue of the purchase order. The signed Contract (as per format given in **Section – VII**) should be submitted to NIC within **two weeks** from the issue of the purchase order. Once the contract is signed by both the parties, Bidder needs to get the contract notary and submit to NIC within 5 working days from signing the contract.

NIC will make payment as follows:

1.13.3 NIC will pay 70 % of the Purchase Order Amount of MFP printers against full delivery of all the MFP printers and other related items like accessories and manuals at all respective locations of NIC to the successful Bidder against submission of the following documents from each of the location:

- a) A copy of Signed Notified Contract (as Per format given in **Section – VII**)
- b) Invoice (with reference of Purchase Order / advice for execution, description of MFP printers delivered, quantity, unit price, total amount)
- c) Delivery Challan
- d) 'Proof of Delivery' in original for respective locations stamped and signed by both the Bidder's representative and NIC official with official Seal and Date, **mentioning NIC's concerned office code and also countersigned by concerned RO official.**
- e) 'Proof of No Short Shipment' in original for respective locations stamped and signed by both the Bidder's representative and NIC official with official seal along with date.
- f) Letter from the Bidder/s confirming that there has been no fall in prices between the date of submission of bid under this RFP and the date of delivery of the components in the respective locations of NIC.

- g) Software Licenses for Utility / System Software, if any.
- h) Original manuals, media, licenses of hardware / software and all relevant accessories as may be required.
- i) No Dues Certificate (i.e., indemnifying the Purchaser that the supplied items or services do not bear any dues from any other sources, whatsoever).
- j) Certificate Indemnifying the Purchaser by the Bidder regarding Violation of Copyright and Patents.
- k) Certificate regarding undertaking of authenticity for MFP printers s' supplied from/by OEM.

1.13.4 The balance 30 %(Thirty) of the purchase order amount shall be paid by NIC to the successful Bidder/s against submission of the following:

- a. A Performance Guarantee of 3% of the Contract Value in the form of BG covering the entire warranty period of 5 (Five) years from the actual last date of installation of ' last unit of MFP printers s' under this purchase order of this RFP.
- b. Successful Installation and Commissioning of the MFP printers within the scheduled installation period.
- c. Installation Report/ Certificate, in original, duly signed with date and stamped by the Bidder and NIC official/s of the respective locations and countersigned by any NIC official in the controlling Regional Office for that location with official seal mentioning the concerned office codes of NIC where the MFP printers s have been delivered. **Serial Numbers of the MFP printers must be specified in the Installation Report.**
- d. If the site is not ready, the Site Not Ready (SNR) Certificate [as per the format attached to PO] must be taken from authorized official of NIC. In such case, penalty clause will not be imposed as per the LD Clause & payment will be processed.
- e. Invoice for balance amount
- f. Proof of payment of Entry Tax and Octroi as applicable (in original) for reimbursement.
- g. Software Licenses for Utility / System Software, if any.
- h. Inventory list along with all details of MFP printer's for all offices must be submitted.
- i. Original manuals, media, licenses of hardware / software and all relevant accessories as may be required.

1.14.7 No advance payment will be made by NIC.

1.15 Warranties:

The MFP printers to be supplied / delivered must be new and should form part of the manufacturer's current product line. The Supplier/s should guarantee that the MFP printers supplied are new, unused and conform to technical specifications of design, materials and workmanship mentioned in the quotation. The Supplier should also guarantee that the MFP printers 'supplied should perform satisfactorily as per requirements mentioned in the specification.

1.15.1 Warranty in MFP printers:

The warranty, which for all practical purposes would mean Comprehensive On-site Warranty and free of charge, shall start and remain valid for **05 (Five)** years from the last date of installation of last installed MFP printers under this RFP.

1.16 Maintenance during Warranty Period:

1.16.1 The supplier should have a proper system of reporting of complaints.

1.16.2 For MFP printers, the Supplier/s shall attend to call services and arrange to solve the problem within stipulated period as mentioned in the penalty clause after lodging of a complaint by the Purchaser either by Letter, over the telephone, by fax, through Service Desk or by other modes of communications. **Wherever it is required to replace any part, the Supplier/s undertakes to replace as per penalty clause.** In case of failure from supplier’s side NIC may request any third party supplier to maintain the equipment’s and the cost thus incurred will have to be reimbursed by the Supplier/s to the Purchaser, failing which the Purchaser has the right to encash the Performance Bank Guarantee without endangering any provisions of warranty written or otherwise expressed and the concerned warranty will remain in full force.

1.16.3 Penalty Clause: (Applicable during Warranty Period):

Any MFP printers that is reported to be down on any day should be attended as follows:

S. No.	Class of Cities	Response Time (in Hours)	Resolution Time
1	Metro Cities	4	Within Next NIC Working day
2	Regional Office Cities other than metro Cities	6	Within two NIC Working days
3	Other offices & BCs	12	Within four NIC Working days

Working days will be counted from the same date of logging call, if the call is logged before 12noon else from the following working day (Monday to Friday).

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

- a) Penalty for call resolution within first seven working days beyond above permissible period @ Rs.100.00 per NIC working day per call.
- b) Penalty for call resolution after first seven working days beyond above permissible period @ Rs.250.00 per NIC Working day per call.
- c) The penalty should be capped to a maximum limit of 10% of contract value.

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

The successful bidder will provide one resident engineer at NIC HO for quick response of the call during the entire warranty period else penalty as per above/PBG may be invoked by NIC if the PO for the same is issued by NIC.

1.17 Annual Maintenance Contract (AMC):

The Supplier is required to guarantee support services with all required spares for a minimum period of 7 years during the Warranty Period & AMC period, from the last date of installation / commissioning and the AMC charges should be mentioned along with the quotations. The Supplier will provide the Annual Maintenance for two years after completion of warranty period in case NIC is agreeable to execute AMC and other terms and conditions such as rate etc. to be mutually decided upon before completion of the last year of the warranty

period. In case the AMC rate quoted is lower than 5 % of the basic quoted price, NIC will consider the rate to be 5% for evaluation purpose.

NIC reserves its right for entering into a separate AMC contract with any other service provider after warranty period.

1.18 Copyright Violation and Patent Rights:

The Supplier/s shall undertake to indemnify NIC in respect of all claims arising out of violation of any Patents or Copyrights, for all Systems Software supplied by the Supplier.

The Supplier/s shall indemnify NIC against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the MFP printers and services, software package or any other part thereof in India.

1.19 Cancellation Clause:

If the Systems are not supplied, installed and commissioned within specified timeline as mentioned in Purchase Order, NIC reserves the right to terminate the contract with the right to invoke the Performance Guarantee furnished by the Supplier/s favoring NIC after giving sufficient notice period to supplier.

1.20 Standards:

The MFP printers supplied under this contract shall conform to the standards mentioned in the technical specifications and when no applicable standard is mentioned, it will be mutually decided between the Supplier/s and NIC.

1.21 Transportation and Insurance:

The Supplier is required to deliver the MFP printers and services to the various locations of NIC across the country as specified by the Purchaser in **Section – VII** of this RFP document. Transportation of MFP printers shall be arranged and paid for by the Supplier at no extra charge thereof to the Purchaser.

The MFP printers supplied shall be fully insured by the Supplier at their cost against loss or damage incidental to manufacturer or acquisition, transportation, delivery at site. Such insurance coverage shall not be taken from NIC. The title of goods to be changed once the goods will be delivered at NIC site.

Should any loss or damage occur, the Supplier shall:

- i) Intimate and pursue claim with the Insurance Company till settlement and
- ii) Promptly make arrangements for repair and/or replacement of any damaged item/s, irrespective of the settlement of claim by the Insurance Company.

1.22 Change of purchase order:

NIC may at any time, by written order to the Supplier/s, make changes within the general scope of the Purchase Order in any one or more of the following:

- a) Configuration/Specifications (For Upgraded version only in case offered by the Bidder)
- b) Place of delivery or installation or both.
- c) Services to be provided by Supplier/s.

Delays in the Supplier/s performance:

Delivery of the MFP printers and performance of the services shall be made by the Supplier/s in accordance with the time schedule mentioned in the Purchase Order.

Any delay by the Supplier/s in the performance of its delivery obligations shall render the Supplier/s liable for imposition of liquidated damages and/or termination of the contracts for default, besides encashment of the EMD.

Once the stipulated date for delivery of the MFP printers is crossed and no delivery has commenced, NIC may consider termination of the contract and take necessary steps after giving sufficient notices.

1.23 Liquidated Damages:

In case delivery, installation and commissioning of the MFP printers ordered for is not fully completed at any location of NIC within stipulated period, Liquidated Damages condition shall be invoked if such delay is not attributable to "Force De Majeure".

The quantum of Liquidated Damages will be 0.5 % of the price of undelivered MFP printers for each week (7 calendar days) or part thereof of delay beyond the time schedule for completion of the installation, testing and commissioning at individual offices. In case the LD crosses 10% of the Total Contract Value, NIC may exercise the option of Terminating the Contract and encashment of the PBG.

In the case of delay in the rectification of the defects falling under warranty of the Supplier/s, NIC will deduct Penalty during the warranty period as mentioned in 1.16.3.

1.24 Contract with NIC:

- 1.24.1 **The Supplier/s will have to enter into a contract with National Insurance Company Limited within 14 working days of NIC from the date of receiving of purchase order.** The format of the contract is attached in **Section –VII**. Failure to enter into Contract may result in cancellation of the Purchase Order. Once the contract is signed by both the parties, Bidder needs to get the contract notified and submit to NIC within 5 working days from signing the contract.

1.25 Termination on Insolvency:

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

- (a) The Supplier/s becomes bankrupt or is otherwise declared insolvent;
- (b) The Supplier/s 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.

1.26 Governing Language:

The bids prepared by the Bidder/s and all correspondence and documents relating to the bids exchanged by the Bidder/s and the Purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder/s may be in any another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

1.27 Applicable law:

The contract shall be interpreted in accordance with the Indian laws.

As the Purchaser's Registered Head Office is situated within the Jurisdiction of the High Court at Kolkata all disputes and differences are subject to the Jurisdiction of The Calcutta High Court.

1.28 Notices:

Any notice by one party to the other pursuant to the Contract shall be sent by letter/email and confirmed in writing to the address specified for that purpose in the Contract.

1.29 Assignment:

The Supplier/s shall not assign in whole or in part, the obligations to perform under the contract, except with Purchaser's prior written consent.

1.30 Force De Majeure:

- 1.30.1 Notwithstanding the provisions contained herein the Supplier/s shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force De Majeure.
- 1.30.2 For the purpose of this clause "Force De Majeure" means an enforceable event beyond the control of the Supplier/s and shall not include the fault, negligence or delay on part of supplier, 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, pandemic, quarantine restrictions and freight embargoes.
- 1.30.3 If a Force De Majeure situation arises, the Supplier/s shall promptly notify the Purchaser in writing of such condition and the clause thereof. Unless otherwise directed by the Purchaser in writing the Supplier/s shall continue to perform their obligations under the Contract as far as reasonably practical, and shall adopt all reasonable alternative means for performance not prevented by Force De Majeure clause.

1.31 Termination for Convenience:

- a) The Purchaser may by written notice sent to the Supplier/s terminate the Agreement, in whole or in part, any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Agreement is terminated and the date on which such termination becomes effective.
- b) The Purchaser may purchase the ordered MFP printers that are complete and ready for installation within 30 days after the Supplier's receipt of notice of termination at the Contract terms and prices. For the remaining MFP printers and services, the Purchaser may elect:
 - i) To have any portion completed and delivered at the contract terms and prices; and/or
 - ii) To cancel the remainder and pay to the supplier/s an agreed amount for partially completed MFP printers and services and for materials and parts previously procured by the Supplier/s.

1.32 Obligation:

The entire responsibility of the supply, warranty and the contract lies with the Supplier/son whom the Purchase Order is placed and with whom the Contract is signed. The Supplier/s would be responsible and bear the additional cost (if any), incurred by the Purchaser on this account of the supply.

1.33 Limitation of Liability:

1. Neither parties 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 interruption, and loss of income or profits, that may arise out of or result from this Agreement, irrespective of whether it had an advance notice of the possibility of any such damages.
2. The liability should be limited to a maximum limit of total contract value.

1.34 Acceptance of Terms & Condition

A Recipient will, by responding to our RFP, be deemed to have accepted the terms as stated in the RFP. It will be treated as a No Deviation bid.

1.35 Restriction on Procurement Due to National Security:

Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). A copy of the valid Certificate to be attached with the Bid. Certificate as per the Annexure to be attached along with the Bid. Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020. Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defense in India, or matters directly or indirectly, related thereto, including national security.

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

SECTION - II

RFP Specific Terms and Conditions



National Insurance Company Limited

**Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81,
New Town, Kolkata-700156**

- 2.1 The RFP Number and Name of this RFP is **NIC/IT/RFP/05/2024/MFP Printers** for MFP Printers procurement for PAN India offices of NIC.
- 2.2 Invitation to RFP is for Delivery, Installation, Commissioning, Maintenance and related services in respect of MFP printers as per specifications given in section – IV.
- 2.3 Intending Bidders who satisfy the eligibility criteria laid down hereunder may also download the RFP Document from the company's website (<https://nationalinsurance.nic.co.in>), GeM portal and CPP portal between 26th March 2024 to 22nd April 2024 and in this case the Bidder has to submit, in a separate envelope supercribed as "RFP Fee", a nonrefundable RFP Document Fee of **Rs.15,000/- (Rupees Fifteen Thousand)** only by way of Demand draft/NEFT drawn in favor of the National Insurance Company Limited payable at Kolkata along with the Bids. Non-furnishing of RFP Document Fee will disqualify the bidder.
- 2.4 It may please be noted that each RFP Document should contain **offer for only one brand/model with Part No. of** MFP printers. If any Bidder submits multiple brands/ models against this RFP, all his bids will be summarily rejected.
- 2.5 The RFP will be in two parts, viz., Pre-Qualification cum Technical and Commercial bids for each one of brands/models with Part no. separately.
- 2.6 Last Date & Time for Submission of RFP through online mode is on or before **22nd April 2024 Time: 1:00 PM at 'NIC Address' and through offline mode on or before 22nd April 2024 Time: 2:00 PM at 'NIC Address'**
- 2.7 Pre-Qualification cum Technical bids will be opened **at 3.00 PM on 22nd April 2024 at 'NIC Address'**.
- 2.8 All queries relating to the Tender must be submitted to NIC latest by 4th April 2024 in form of mail/letter and a Pre-bid meeting will be held on 5th April 2024 (if required). It should also be noted that query raised by any bidder/OEM will not be entertained after 6:00 p.m. on 4th April 2024.
- 2.9 The Bidders, who qualify in the Pre-qualification & Technical Bid stage, will be intimated of their selection in GeM Portal and their Price bids shall be opened in due course accordingly followed by reverse auction.
- 2.10 Date till which the RFP is valid: Six months from the date of opening of Commercial Bids.
- 2.11 Bidders are advised to study the RFP Documents carefully. Submission of RFPs shall be deemed to have been done after careful study and examination of the RFP Documents with full understanding of its implications.
- 2.12 The consultants of NIC or their sister concerns will not be permitted to participate in this RFP.

2.13 NIC reserves the right to accept / reject any / all offers without assigning any reason whatsoever. The decision of the Company in selecting the vendor/s would be final and conclusive.

2.14 Online Offers prepared in accordance with the procedures as enumerated herein below should be submitted at 'NIC Address'.

- ☐ All Bids must be accompanied with Earnest Money Deposit in the form of BG/Demand Draft/NEFT/ RTGS payable at Kolkata drawn on scheduled commercial Bank in favor of National Insurance Company Limited. The amount of **Earnest Money Deposit will be Rs. 10 Lakhs**

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

- ☐ Non-furnishing of Earnest Money Deposit along with the Pre- Qualification bid will disqualify the Bidder and his Technical and Price bids will not be entertained.
- ☐ The EMD amount submitted by the bidder will be returned without any interest to unsuccessful bidders after issuance of purchase order to the successful bidder.
- ☐ For the successful Bidder the EMD amount, without any interest, will be refunded on submission of Performance BG as Security Deposit which will not carry any interest till warranty period is completed. The Performance Guarantee should be as per format given in **Section – VII**.
- ☐ This RFP Document is not transferable.
- ☐ Bidders who are exempted from submission of EMD has to furnish documentary evidence to NIC at PQB stage.
- ☐ **Please note that Bidder has to submit bids in both online and offline mode. Non-submission of any one, will result to the rejection of entire bid.**

2.2 Procedure for Submission of Bids:

2.2.1 It is proposed to have a **Two Bid System** for this RFP.

(A) The **Pre-qualification cum Technical Bid** should be super scribed “RFP No. NIC/IT/RFP/05/2024/MFP Printers for supply, installation and maintenance of MFP printers”, the wording “**DO NOT OPEN BEFORE 22nd April 2024**” and “**Pre- Qualification bid for supply, installation, commissioning and maintenance of MFP printers**”.

(B) The **Technical Bid** should be submitted in separate sealed covers super scribed “Original” and “Duplicate” respectively, and both covers should be placed in one cover and sealed for respective items. This cover should be super scribed with “RFP No. NIC/IT/RFP/05/2024/MFP Printers”, the wording “**DO NOT OPEN BEFORE 22nd April 2024**” and “**Technical bid for supply, installation, and maintenance of MFP printers**”.

Prices must NOT be indicated in the Pre-qualification/ Technical Bid and if indicated the Bid will be rejected.

- (C) The **Price Bid** should be submitted in separate sealed covers super scribed “Original” and “Duplicate”, and both covers should be placed in one cover duly sealed and super scribed with “**RFP No. NIC/IT/RFP/05/2024/MFP Printers**”, the wording “**DO NOT OPEN BEFORE 22nd April 2024**” and “**Price bid for supply, installation and maintenance of MFP printers.**”

Prices are to be indicated only in the prescribed format in Price Bid

- 2.2.2** All the three covers namely Pre-qualification, Technical and Price Bids, prepared as above, are to be put in a single sealed cover (Main outer envelope) super scribed with the **wordings** “supply, installation, commissioning and maintenance of MFP printers **and RFP Number, Due Date and Wordings “DO NOT OPEN 22nd April 2024.**”

Addressee and Address of the RFPs:

General Manager-IT,

Information Technology Department,
National Insurance Company Limited

**Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81,
New Town, Kolkata-700156**

- 2.2.3** All the covers thus prepared should also indicate clearly the name and address of the Bidder.

- 2.3** The Bidder shall bear all costs associated with the preparation and submission of its bid, and NIC will in no case be responsible or liable for those costs, regardless of the conductor outcome of the RFP process.

- 2.4** NIC reserves the right to extend/modify the last date/time for submission of bids.

- 2.5** Check-list of Documents to be submitted with RFP:

Pre-Qualification Bid comprises the following:

- i. Bidder's Particulars
- ii. Power of attorney of the bidder representative on non-judicial stamp paper.
- iii. Proof of Earnest Money Deposit and Tender Fee.
- iv. Manufacturer's Authorization Form if the Bidder is not OEM (Annexure –A)
- v. Details of Bidder/OEM Service Centers across India (Annexure – B)
- vi. Audited Balance Sheet for last three financial years (Annexure – C)
- vii. Documentary Proof for Net Profit & Positive Net Worth. The Bidder should have posted net profit/have Positive Net Worth in last three financial years (Annexure – D).
- viii. Integrity Pact on non-judicial stamp paper.
- ix. List of Major Clients (Annexure – E)
- x. Certification and Area of Certification (Annexure - F)
- xi. Details of three work Order of Rs. 2 Cr in each of the last 3 financial years.
- xii. Bidder should sold minimum 100 nos of MFP printers in single order in any of the last 3 financial years (2020-21, 2021-22 and 2022-23) in any Govt./PSU/BFSI sector. (Documentary proof needs to be submitted).
- xiii. OEM has to submit declaration on OEM letter head by their competent authority that they qualify to bid as per provisions of Land and Border clause specified under section 1.36 of this RFP.
- xiv. 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.
- xv. 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-VII

- xiv. ISO Certificates to be submitted by Bidder/OEM:
 - a. ISO 9001:2015
 - b. ISO 14001:2015
 - d. ISO/IEC 27001: 2013

Technical Bid comprises the following:

- i. Technical Bid Letter
- ii. Technical Details of the MFP printers /Services offered
- iii. Format of Warranty
- iv. Undertaking of Authenticity for MFP printers, and softwares supplied.
- v. No Deviation Declaration
- vi. Non Blacklisting Declaration
- vii. Certifications as mentioned in RFP

The formats of particulars of the above mentioned items are given in **Section – V**.

Commercial Bid comprises the following:

- i. Price Schedule for MFD Type-I printer
- ii. Price for Resident Engineer, MFD Type-II printer, Consumables and other items as Optional Item.
- iii. Post Warranty Annual Maintenance Charges per year

Note: ***National Insurance Company Limited shall not be responsible for non-receipt/non-delivery of the RFP documents due to any reasons whatsoever.***

SECTION - III

Contents of Particulars of Pre- Qualification Bid



National Insurance Company Limited
Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81,
New Town, Kolkata-700156

4.0 Pre-Qualification Bid Form

4.1 BIDDER'S PARTICULARS

- a. NAME AND ADDRESS OF THE BIDDER :
- b. NAME AND ADDRESS OF THE MANUFACTURER (IF NOT SAME AS POINT 1 ABOVE):
- c. LOCATION OF CORPORATE / HEAD OFFICE OF BIDDER :
- d. DATE & COUNTRY OF INCORPORATION :
- e. Manufacturer Authorization Form : ANNEXURE - A
- f. SERVICE FACILITIES OF BIDDER/OEM : ANNEXURE – B
- g. ANNUAL TURNOVER AUDITED (LAST THREE FINANCIAL YEARS) : ANNEXURE –C
- h. PROFIT & POSITIVE NET WORTH IN LAST THREE FINANCIAL YEARS : ANNEXURE – D
- k. LIST OF MAJOR CLIENTS : ANNEXURE – E
- l. CERTIFICATION & AREA OF CERTIFICATION : ANNEXURE - F
- m. WHETHER ABLE TO DELIVER & INSTALL MFP PRINTERS AT SPECIFIED LOCATION OF NIC WITHIN FOURTEEN WEEKS FOR OFFICES LOCATED IN STATES OF NORTH EAST OR JAMMU AND KASHMIR AND WITHIN A PERIOD OF TWELVE WEEKS FOR ALL OTHER LOCATIONS FROM THE DATE OF PLACEMENT OF THE PURCHASE ORDER AND WHETHER ABLE TO PROVIDE SERVICE AT ALL THE SPECIFIED LOCATIONS : **YES/NO****
- n. INCOME TAX PAN NUMBER : (PLEASE ATTACH PHOTOCOPY OF LATEST I.TAX CLEARANCE CERTIFICATE)
- o. GST REGISTRATION NO:
- p. COMPANY PAN DETAILS :

4.2 NAME & ADDRESS OF THE CONTACT PERSON TO
WHOM ALL THE REFERENCE
SHALL BE MADE WITH TEL. NO. / FAX/ E-MAIL:

SIGNATURE : _____

NAME : _____

DESIGNATION: _____

DATE : _____

SEAL OF THE COMPANY

Annexure –A

MANUFACTURER'S AUTHORIZATION FORM (Supply, installation, commissioning and maintenance of MFP printers)

To
NATIONAL INSURANCE COMPANY LIMITED
National Insurance Company Limited
Premises No. 18-0374, Plot no.CBD-81,
New Town, Kolkata-700156

Dear Sir,

Sub: RFP No _____ for supply, installation, commissioning and maintenance of MFP printers.

We who are established and reputable manufacturers of having factories at do hereby authorize M/s. (Name and Address of Supplier/Channel Partner) to bid, resell, negotiate, participate in Reverse Auction process and conclude the contract with you against RFP no _____ for the above MFP printers manufactured by us.

We hereby extend our full warranty as per **Clauses 1.15, 1.16 and 1.17 of Section – I** of the General Terms & Conditions of RFP for the MFP printers offered for supply against this invitation for bid by the above firm.

Yours faithfully,

(Name)
For and on behalf of
M/s.

Signature of Manufacturer

Dated:

Place:

Sd./-Seal

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

Annexure - B

SERVICE CENTRES / SERVICE PROVIDERS OF BIDDER/OEM

Sl. No.	State	Location / City / Address	Name of Service Centers / Service Provider	Phone / Fax / E-Mail	No. of Service Engineers

Signature of Witness

Signature of Bidder

Dated:

Dated:

Place:

Place:

Seal:

Annexure - C

Annual Turnover

Description	Year (2020-2021)	Year (2021-2022)	Year (2022-2023)
	Amount (in Crore)	Amount (in Crore)	Amount (in Crore)
Turnover (Audited)			

Signature of Witness

Signature of Bidder

Dated:

Dated:

Place:

Place:

Seal :

Annexure - D

Positive Net Profit & Positive Net Worth in last 3 Financial years

Financial Years	Net Profit	Net Worth
FY (2020-2021)		
FY (2021-2022)		
FY (2022-2023)		

Signature of Witness

Signature of Bidder

Dated:

Dated:

Place :

Place :

Seal :

Note: The above data should relate only to the Company (Bidder) who has submitted the RFP. Data relating to sister companies, group companies, parent company, subsidiary companies shall not be considered. Above data should be supported by relevant Financial Statements (Audited).

Annexure - E

LIST OF MAJOR CLIENTS

Sl. No.	Name of the Client	Project Details	Year	Amount (in cores)

Signature of Witness

Signature of Bidder

Dated:

Dated:

Place:

Place:

Seal

Annexure - F

CERTIFICATION & AREA OF CERTIFICATION

Sl. No.	Area of Certification Services	Certification	Certifying Institute

Signature of Witness

Signature of Bidder

Dated:

Dated:

Place:

Place:

Seal

SECTION - IV

Minimum Technical Specification of the Items Required and Scope of Work



National Insurance Company Limited

**Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81,
New Town, Kolkata-700156**

5.0 Technical Details:

5.1 Minimum Technical Specification of MFP printers-Type-I

Sl. No	A3 Copier Printer Technical Specifications	
	Accessories to be added to make 100 % Complied	Qualified
	Parameter	Specifications
1	Technology	Mono Laser
2	Function	Print scan (Color)and Copy
3	Print speed black (ISO, A4 & A3)	Print: 60 ppm/cpm(A4) and 25 ppm (A3) or higher speed, 1200 X 1200 DPI or higher resolution and Duplex 60 iPM
4	Duty cycle (monthly, A4)	Up to 200,000 pages & Above
5	ADF Capacity	200 Sheets or More
6	Print Language	PCL 6, Postscript level 3
7	Processor Speed	1.6Ghz or higher
8	Display Panel	10.1 in color touchscreen
9	Scan	CCD /CIS Technology,
		Scan-to-E-mail; Scan-to-network folder (stand alone solution); Scan to Cloud; Scan to USB; Scan-to-S SharePoint, Scan to Google CWS.
		Duplex with DSPF Scan speed 90/180 ipm
10	Memory	DDR4,4 GB or higher
11	Paper Trays and bins	Input Trays: 2 x 500 sheets or equivalent or Above, Output trays: 1x 500 sheet or above, Bypass tray: 100 sheets or above.
12	Paper size support	A3, A4, A5, letter and legal
13	Supported Media Weight	From 60GSM Upto 250 GSM
14	Security	AES 256 - bit Encryption, SNMPv3 , IP Filtering and Secure Print
15	Storage	500 GB
16	Operating System Support	Windows 10 & Above, windows Server 2019 & Above
17	Warranty	5 Years Comprehensive onsite Warranty (OEM Certified, should be visible on OEM web site for the duration of 5 years)
18	Security	OEM certification / undertaking on secure boot, Intrusion detection, Whitelisting , USB port disablement
19	Certificate	Energy Star 3.0. Self Certificate Malicious Code & ROHS
20	Sustainability Criteria	Toner : The percentage of post-consumer recycled content should be a minimum 50% or higher
		Quoted Product or Product Series should have EPEAT Gold Certification
		Quoted Product or Product Series should have Blue Angel Certification
		Free recycling of device & Toner from the site
21	Power consumption	Maximum: 1100 watts (60 ppm, printing), 50 watts (ready)
22	Accessories	With required connecting cables and Power cables from same OEM
23	Original OEM Toner bundled with Hardware (minimum no. of pages)	120000 pages
24	Warranty	5 years OEM warranty, supplied OEM model warranty should be visible in OEM's website against each product's serial number.

5.2 Minimum Technical Specification of MFP printers-Type-II (Optional)

Sl. No	A3 Copier Printer Technical Specifications	
	Accessories to be added to make 100 % Complied	Qualified
	Parameter	Specifications
1	Technology	Mono Laser
2	Function	Print scan (Color)and Copy
3	Print speed black (ISO, A4 & A3)	Print: 50 ppm/cpm(A4) and 25 ppm (A3) or higher speed, 1200 X 1200 DPI or higher resolution and Duplex 50 ipm
4	Duty cycle (monthly, A4)	Up to 200,000 pages & Above
5	ADF Capacity	200 Sheets or More
6	Print Language	PCL 6, Postscript level 3
7	Processor Speed	1.6Ghz or higher
8	Display Panel	10.1 in color touchscreen
9	Scan	CCD /CIS Technology,
		Scan-to-E-mail; Scan-to-network folder (stand alone solution); Scan to Cloud; Scan to USB; Scan-to-SharePoint, Scan to Google CWS.
		Duplex with DSPF Scan speed 90/180 ipm
10	Memory	DDR4,4 GB or higher
11	Paper Trays and bins	Input Trays: 2 x 500 sheets or equivalent or Above, Output trays: 1x 500 sheet or above, Bypass tray: 100 sheets or above.
12	Paper size support	A3, A4, A5, letter and legal
13	Supported Media Weight	From 60GSM Upto 250 GSM
14	Security	AES 256 - bit Encryption, SNMPv3 , IP Filtering and Secure Print
15	Storage	500 GB
16	Operating System Support	Windows 10 & Above, windows Server 2019 & Above
17	Warranty	5 Years Comprehensive onsite Warranty (OEM Certified, should be visible on OEM web site for the duration of 5 years)
18	Security	OEM certification / undertaking on secure boot, Intrusion detection, Whitelisting , USB port disablement
19	Certificate	Energy Star 3.0. Self Certificate Malicious Code & ROHS
20	Sustainability Criteria	Toner : The percentage of post-consumer recycled content should be a minimum 50% or higher
		Quoted Product or Product Series should have EPEAT Gold Certification
		Quoted Product or Product Series should have Blue Angel Certification
		Free recycling of device & Toner from the site
21	Power consumption	Maximum: 1100 watts (60 ppm, printing), 50 watts (ready)
22	Accessories	With required connecting cables and Power cables from same OEM
23	Original OEM Toner bundled with Hardware (minimum no. of pages)	60000 pages
24	Warranty	5 years OEM warranty, supplied OEM model warranty should be visible in OEM's website against each product's serial number.

Scope of Work:

The Supplier shall be required to provide the following as part of the Scope of Work in this RFP applicable for both MFP Type-I and Type-II Printers:

- Delivery of Multi-Function Printers (MFP) at NICL mentioned Locations.
- Unpack the MFP printers and connect all the cables & accessories with same.
- Power and utility check for necessary Installation.
- Power on the system and connect the MFP into NICL network with necessary required configuration.
- Installation of MFPs and Test Page print.
- Demonstration of Technical parameters.
- Share Do's and Don'ts with NICL officials at each offices.
- Furnishing of detailed manuals for each appropriate unit of the supplied MFP to NICL Official at the time of installation.
- Enable centralize monitoring system for remote tracking of MFPs.
- During the warranty period, in case of any fault in the hardware, the bidder must provide support to rectify that faulty part and up the system in running conditions. Support should be available for minimum period of two years over and above the warranty period for the quoted products.
- Availability of Toner / Consumables in all locations.
- Supplier has to complete all the correspondence related with delivery & installation with NICL officials.
- Take Installation signoff and Inspection report from the NICL official of each location.
- Bidder has to submit the detail list of MFP along with serial nos, location details to NICL HO IT.
- NIC Logo Sticker should be available in each printer.
- OEM must provide one resident engineer at NIC Head Office, for in connection with call resolution of the MFP printers for the entire contract period once the resident engineer PO is issued by NIC.

Role of Resident Engineer:

- Coordination with site Engineers and NICL officials at the time of Installation.
- To deal with supply and stock of consumables at all the locations of NICL and take care all the other issues related with MFPs printers.
- Maintain total list of MFP details Location wise.
- Coordinate with NICL officials for resolving service-related issue.
- Call Logging and resolution of issues related with MFP printers as per SLA guidelines.
- Monitoring of Centralize Management Tools and Resolution of issues.
- Service report / detail log generation and share with NICL HO IT Team periodically.
- Maintain NICL discipline guidelines and timing.
- Daily reporting to NICL HO IT.

MFP Centralize Monitoring Tool:

Bidders has to deploy the necessary monitoring tools at NICL HO IT Location. NICL will provide the necessary Hardware to deploy the software. Hardware details must be shared with NICL.

1. MFP Health Monitoring, dashboard and device snapshots
2. Print / Copy Count of Each MFP (User wise data should also be available).
3. Device usage analysis.
4. Notification alert, system error alert.
5. Each device specific toner lever alert (%)
6. Remote Restart of MFP.
7. Early alert for Maintenance Kit.
8. Device property report
9. Firmware upgrade.
10. Consumables Management.

Note: NIC reserves the right to convert products quoted to a contractual services obligation either valid for a period of 5 years or till the Product warranty, whichever is higher. Under no condition, the Bidder can deviate upwards from the price shared during Bid submission for consumables for the duration of the contract. Such Contracts should either be with the OEM or backed by the OEM in case the bidder is not OEM. To manage inhouse Print Fleet Management, NIC may seek Professional Services /manpower support, provided at additional charge.

SECTION - V

Contents of Particulars of Technical Bid



National Insurance Company Limited

**Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81,
New Town, Kolkata-700156**

5.1 TECHNICAL BID LETTER

To,

National Insurance Company Limited.,
H.O. 3, Premises No. 18-0374, Plot no.CBD-81,
New Town, Kolkata-700156

Ref: RFP No.: _____

For Supply, Installation and commissioning of MFP printers

We declare:

1. That we are Manufacturer(s)/Channel Partner(s) of

2. That we/our principals are equipped with adequate machinery for production, quality control and testing of offered products manufactured and used by us and that our manufacturing establishment is open for inspection by the representatives of the NIC.
- 3 We hereby offer to supply the MFP printers /Services at the prices and rates mentioned in the Commercial Bid as per **Section – VI** of the RFP Document.
- 4 **Period of Delivery:** We do hereby undertake, that, in the event of acceptance of our Bid, the supply of MFP printers Systems /Services shall be made and delivered within the due date of delivery as stipulated in the RFP and that we shall perform all the incidental services related to the supply.
5. **Terms of Delivery:** The prices quoted are inclusive of all charges, installation / commissioning the MFP printers, FOR EACH MFP printers at the specified locations of NIC except applicable Taxes.
6. We enclose herewith the complete Technical Bid as required by you. This includes:
 - a) Technical Bid Letter
 - b) Technical Details of MFP printers
 - c) OEM Certified Model & Part Numbers and the description of the components
 - d) Format of Warranty
 - e) Undertaking of Authenticity for MFP printers and software supplied
 - f) Required all data sheets, documents and necessary certificates.
7. We agree to abide by our offer until execution of the entire order or Six months from the date of signing the contract whichever is later and that we shall remain bound

if a communication of acceptance within that time is made by NIC.

8. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the 'Bidder' and we do hereby undertake to supply as per this RFP terms and conditions.

9. Certified that we are:

A sole proprietorship firm and the person signing the RFP is the sole proprietor/constituted attorney of the sole proprietorship

Or

A partnership firm and the person signing the RFP is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

A company and the person signing the RFP is the constituted attorney.

(Note: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the RFP documents.)

10. We do hereby undertake that, we will abide by all the Terms and Conditions as stipulated in the RFP Document No. _____.

11. We also undertake that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and placement of Letter of Intent awarding the contract shall constitute a binding contract between us.

12. We further confirm the following:

a. Rates quoted are the best possible and conform to those, if any, offered by us to any other organization.

b. We hereby agree to maintain the price and configuration until execution of the entire order. However, should there be a fall in the prices between the date of placement of the purchase order and the date of delivery of the MFP printers, ordered for, on account of revision in prices of chipset and other components or on account of revision in duties and taxes or for any other reason whatsoever, the benefit shall be passed on to the Company. Similarly, if the model of the MFP printers ordered for is replaced in the market by models of better technology or configuration before it is delivered, delivery should be of the higher configuration / technology (same make) without any price implication.

c. That, in case any software orders are placed with the us, we shall be in a position to submit a certificate as under:

"We the seller, have permission from the owners of this software product to market it, and we shall assume all liability for any suits, action claims or damages regarding

infringement of copy right brought on the buyer (NIC) by the owner of the copyright or his representatives or any person having any right and/or title to the said software".

- d. We would maintain appropriate and adequate spares for maintenance of theMFP printers.
- e. We have read, understood and agree to accept all the terms and conditions of thisRFP Document.

Dated this _____ day of _____

Details of the Enclosures.

Signature of the Bidder

Full Address

:

Telephone No :

E-mail Address :

Note:

- 13. Any other relevant point deemed fit by the Bidder may be incorporated in the Bid Letter.

5.3

Format of No Deviation

To,

General Manager-IT
National Insurance Company Limited, Head
Office, IT Department,
Premises No. 18-0374, Plot no.CBD-81,
New Town, Kolkata-700156

Dear Sir,

Ref: RFP for Supply, installation, and maintenance of MFP printers, RFP Ref No.: NIC/IT/RFP/05/2024/MFP printers
Date:

Dear Sir,

Further to our proposal dated....., in response to the Request for Proposal (NIC RFP No. hereinafter referred to as "RFP" issued by NIC, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the NIC. The NIC is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the NIC's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Signature of the person:

(Duly authorized to sign the Bid on behalf of the Bidder) Official Seal: Name of the Bidder*

Name of the person **

Designation of the person signing

Date:

5.4 Undertaking for Non-Blacklisting

To,

General Manager-IT

National Insurance Company Limited, Head

Office, IT Department,

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

New Town, Kolkata-700156

Dear Sir,

Ref: RFP for Supply, installation, and maintenance of MFP printers, RFP Ref No.:NIC/IT/RFP/05/2024/MFP printers

Date: _____

Dear Sir,

Further to our proposal dated....., in response to the Request for Proposal (NIC RFP No. hereinafter referred to as "RFP" issued by NIC, we hereby covenant, warrant and confirm as follows:

I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/Any PSU/ Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the publication of this Tender/Procurement.

Signature of the person:

(Duly authorized to sign the Bid on behalf of the Bidder)

Official Seal: Name of the Bidder*

Name of the person ** Designation of

the person signing

Date:

5.5 FORMAT OF WARRANTY

This free of charge warranty shall start and shall remain valid for **60** months from the date the MFP printers have been delivered and installed, commissioned, tested and accepted.

We warrant that everything to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered shall be in full conformity with the specifications, drawings of samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty shall survive inspection of and payment for, and acceptance of the MFP printers, but shall expire on completion of 60 months after their successful installation and acceptance by the purchaser.

The obligations under the warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive and unscheduled), and transport charges from site to manufacturer's works and back for their repair/adjustment or replacement at site of any part of the equipment which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by the Purchaser to the Supplier.

Moreover we agree to warranty clauses given in the RFP Document.

Signature of Witness

Signature of Bidder

Dated:

Dated:

Place:

Place:

Seal :

5.6 Undertaking of Authenticity for MFP printers , FOR EACH MFP printers and software supplied

The OEM shall submit an undertaking in the format given below: Sub:

Delivery & Installation of MFP printers

Ref: RFP No.----- dated-----

With reference to the MFP printers, FOR EACH MFP printers **& Software's** being supplied/quoted to you vide RFP no. Cited above, we hereby undertake that all the components/parts/assembly/software used in the MFP printers , FOR EACH MFP printers **& Software** under the above like MFP printers shall be original, new components/parts/assembly/software only, the products and that no refurbished/duplicate/second hand components/parts/assembly/software are being used or shall be used.

We (Name) also take full responsibility of both Parts and warranty service SLA as per the content even if there is any defect by our authorized Service Centre/Reseller/SI etc.

Authorized Signatory

OEM Name:

Person Name:

Designation:

Place

Date

SECTION - VI

Contents of Particulars of Commercial Bid



**National Insurance Company Limited Head
Office
Premises No. 18-0374, Plot no.CBD-81,
New Town, Kolkata-700156**

6.1 PRICE SCHEDULE

6.1.1 Price Schedule for MFP printers with 5 (Five) year onsite warranty

(TABLE A)

Sl No	Items	Quantity	Unit Price (Exclusive of taxes)	Total Price (Exclusive of taxes)	Tax Applicable	Total Price (Inclusive of taxes) in Rs.
1	MFP printers with minimum specs as per Section IV (TYPE – I)	300				
2	1 starter toner + 2 full toners (Original) (Minimum 120000 pages) of same OEM Make					
	Total Price in Rs.					

- Basic Unit Price takes into account Basic Price, Packing/ Forwarding charges, Insurance, charges for installation, commissioning and making the MFP printers, services operational and covering maintenance during warranty period.
- Basic Unit Price excludes, GST, Any other Taxes to be paid extra upon submission of proof of payment in original.

Note:

The L1 price would be decided on the basis of 'Total Price' as given in TABLE A after Reverse Auction.

Signature of Witness

Signature of Bidder

Date :

Date :

Place:

Place:

Seal :

6.2 PRICE SCHEDULE FOR OPTIONAL ITEM (Valid for Entire Contract Period) to be attached as PDF while submitting a commercial Bid.

1) Resident Engineer from OEM (valid for Entire Contract period)

Sr. No.	Specification	Qty	Price in Rupees per Year (Excluding Tax)
1	Per Year Cost for the services of Resident Engineer at NIC HO		

Note: While issuing PO for Resident engineer, 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 of minimum 2 years in providing support for IT Hardware. Documents for the same needs to provided within 14 days of issuing PO for RE.

Signature of Witness

Signature of Bidder

Date :

Date :

Place:

Place:

Seal :

2) Optional Items Price (Valid for Entire Contract Period)

Sr. No.	Specification	Price in Rupees Excluding Tax
1	Original OEM Toner Price (for printing 200000 pages); Yield based on ISO/IEC 19752	
2	Maintenace Kit	
3	ADF Assembly/Roller Kit	
4	Tray	
5	Internal Roller Kit	
6	Fuser Assembly	
7	Duplexer	

3) Optional Item Price for MFP Type-II Printers (Valid for Entire Contract Period):

Sl No	Items	Quantity	Unit Price (Exclusive of taxes)	Total Price (Exclusive of taxes)	Tax Applicable	Total Price (Inclusive of taxes) in Rs.
1	MFP printers with minimum specs as per Section IV (TYPE – II)	100				
2	1 starter toner + 1 full toner (Original) (Minimum 60000 pages) of same OEM Make					
	Total Price in Rs.					

6.3. POST WARRANTY ANNUAL MAINTENANCE CHARGES PER YEAR FOR 6TH AND 7TH YEAR to be attached as PDF while submitting a Bid.

Sl. No.	Description of Equipment(s)	Annual Rate of AMC (%)
1	AMC Rate Post 5 years warranty period	In % of Original Hardware Contract value(Excluding Taxes)
	FOR 6 th YEAR	
	FOR 7 th YEAR	

Signature of Witness

Signature of Bidder

Dated:

Dated:

Place:

Place:

Seal :

SECTION - VII

Format of Contract

Format of Performance BankGuarantee

Integrity Pact and

Format of Conflict of Interest



National Insurance Company Limited
Premises No. 18-0374, Plot no.CBD-81,
New Town, Kolkata-700156

7.1 Format of Contract (Notary of Contract should be done by bidder)

FORMAT FOR CONTRACT BETWEEN SUPPLIER AND NATIONAL INSURANCE COMPANY LIMITED (NIC)

THIS Memorandum of Understanding/Agreement is made on this _____ day of _____, 2024 BETWEEN M/s. _____ and carrying on business at _____ (hereinafter referred to as "SUPPLIER" and shall include its heirs, successors or permitted assigns) of the First Part and NATIONAL INSURANCE COMPANY LIMITED, a Company registered under the Companies Act, 1956 having its registered Head Office at Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156 (hereinafter referred to as "PURCHASER" and shall include its heirs, successors or permitted assigns) of the Second Part.

WHEREAS the Supplier manufactures or procures, supplies, installs and maintains MFP printers and sells and/or distributes such MFP printers being party of the Second Part herein.

AND WHEREAS the Purchaser intends to procure MFP printers for its Head Office, Head Office Wings, Regional Offices, Regional Office Cells and various other locations across the country and has explained to the Supplier the purposes and uses for which the MFP printers are being purchased.

AND WHEREAS the Supplier has assured that the MFP printers they would supply would be fit for the purposes of the Purchaser and has been agreed to relieve the "PURCHASER" from the Principle of "CAVEAT EMPTOR" being the Purchaser is a mere consumer of the MFP printers hereby it is better to rely on SUPPLIER as to the fulfillment of the purpose/s of the purchase/procurement and/or installation and maintenance.

AND WHEREAS the Purchaser invited RFPs from Suppliers for submitting RFPs for supply of MFP printers mentioned in the Purchaser's Invitation to RFP containing broad terms and conditions for the purchase, supply, installation, commissioning and maintenance of the MFP printers as detailed in the RFP documents.

AND WHEREAS the Supplier submitted a RFP and RFPs were submitted by some other Suppliers / Channel Partners.

AND WHEREAS out of the several RFPs, when opened, the Purchaser found the price quoted by the Supplier for MFP printers to be the lowest of the submitted RFPs.

AND WHEREAS the Purchaser would place orders on the Supplier for purchasing MFP printers as mentioned in the RFP and in the Offer Papers on the terms, conditions and specifications mentioned therein and in the Purchase Order issued on _____ 2024.

AND WHEREAS the parties herein intend to set out the terms and conditions for such purchase and maintenance of MFP printers after installation and matters connected therewith and to define the mutual rights and obligations of the parties herein.

NOW THESE PRESENTS WITNESSETH and the parties herein agree as follows:

1. Scope:

The Invitation to RFP and the RFP/offer documents will form part of and shall be deemed to have been incorporated in these presents but in case of any conflict between any term in the said documents and in these presents the term of these presents will have overriding effect and the said two documents have to be read and will have effect subject to these presents.

2. Definition:

To be reproduced from **SECTION – I and SECTION -II** of RFP.

3. The MFP printers:

The Supplier will sell and deliver specified MFP printers to the Purchaser at the locations as specified in the Purchase Order. Such MFP printers will include inter alia, the following

(Please mention here the specifications offered and accepted)

4. Price:

- The supplier agrees to the price as mentioned in the Purchase Order given by NIC dated _____. It is agreed that the prices shall remain firm throughout the validity of the Contract. Any reduction in the prices from the date of signing of the contract until the delivery of the MFP printers at the destinations on account of reduction in duties, taxes and levies or for any other reason will be passed on to NIC.
- The Supplier agrees to maintain the configuration of the MFP printers until execution of the entire order. However, if the model of the MFP printers ordered for are replaced in the market by models of better technology or configuration before it is delivered, delivery should be of the latest configuration / technology (same make) without any price implication.

5. Warranties:

To be incorporated as per RFP

6. Delivery and Installation:

To be incorporated as per RFP

7. Pre-Shipment Inspection:

To be incorporated as per RFP

8. Transportation and Insurance:

To be incorporated as per RFP

9. Scope of Work:

To be incorporated as per RFP

10. Terms of Payment:

To be incorporated as per RFP

11. Copyright Violation and Patent Rights:

To be incorporated as per RFP

12. Income/Corporate Taxes:

- (a) The Supplier shall be liable to pay all the Corporate Taxes, and the Income Tax, that shall be levied according to the laws and regulations applicable from time to time in India.
- (b) Wherever the laws and regulations require deduction of such taxes at the source of payments, the Purchaser shall effect such deductions from the payment due to the Supplier. The remittance of amounts as deducted and issuance of Certificate for such deductions shall be made by the Purchaser as per the regulations in force. Nothing in the Contract shall relieve the Supplier from their responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of the Contract.

The relevant deduction certificate shall be provided to the Supplier within 90 days of deduction at source.

13. Taxes and Duties:

Supplier will be entirely responsible for making the payments in respect of all taxes, stamp duties, fees, etc. in connection with delivery of MFP printers at site including taxes and levies to be charged in connection with local levies, transportation and incidental services and supervision of commissioning. In case any waybill or road permit is to be obtained, the Supplier shall make necessary arrangements for obtaining / submitting the same and liaison with authorities as required. All applicable taxes, levies, duties and octroi, if any, payable at the place of delivery will be reimbursed by NIC subject to production of original receipt.

14. Change of Purchase Order:

To be incorporated as per RFP

15. Contract Amendment:

No variation in the satisfaction of the terms of the Contract shall be made except by the written amendment agreed and signed by the parties.

16. Sub-Contract:

To be incorporated as per RFP

17. Delays in the Supplier Performance:

To be incorporated as per RFP

18. Right to Use Defective MFP printers:

If after delivery, acceptance and installation and within the warranty period, the operation or ofuse of the MFP printers proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such MFP printers until rectification of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation shall not be treated as acceptance and/or estoppels.

19. Termination for Defaults:

The Purchaser may, without prejudice to any other remedy for Breach of the Contract, bywritten notice of default to the Supplier, terminate the Contract in whole or in part;

- a) If the Supplier fails to make delivery of the MFP printers and to render services within the time period(s) specified in the Contract or any extensions in the delivery/installation period thereof granted by the Purchaser, or
- b) If the Supplier fails to perform any other obligations under the Contract.

20. Guarantee:

The guarantee shall cover the following:

- a) Quality, strength and performance of the materials and equipment's used.
- b) Safe electrical and mechanical stresses, on all parts of the equipment under allspecified conditions of operation.
- c) Prompt service during maintenance period for repairs and breakdown.

21. Maintenance during Warranty Period:

To be incorporated as per RFP

22. Annual Maintenance Contract (AMC):

To be incorporated as per RFP

23. Satisfactory Complimentary Performance:

To be incorporated as per RFP

24. Governing Language:

To be incorporated as per RFP

25. Applicable law:

The contract shall be interpreted in accordance with the Indian laws under Kolkata High Court Jurisdiction.

26. Resort to Security Deposit and Liquidated Damages:

In the event the Purchaser terminated the Contract in whole or in part, the Purchaser shall:

- (i) Not refund the Earnest Money Deposit (EMD) / encash the BG
- (ii) Deduct Liquidated damages as specified hereafter in Clause number 32 of this contract
- (iii) May procure, upon such terms and in such manner as it deems appropriate, MFP printers similar to those undelivered and/or Services not performed, and the Supplier shall be liable to the Purchaser, for any excess costs, for such similar MFP printers and/or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

27. Force De Majeure:

To be incorporated as per RFP

28. Termination on Insolvency:

To be incorporated as per RFP

29. Termination for Convenience:

To be incorporated as per RFP

30. Liquidated Damages:

To be incorporated as per RFP

31. Obligation:

To be incorporated as per RFP

32. Resolution of Disputes:

All disputes and/or differences in respect of which the Supplier and the Purchaser have not been

able to amicably resolve through negotiations shall on the initiative of either party be referred to the adjudication by a Sole Arbitrator to be nominated by the General Manager, IT of NIC whose decision shall be final and the Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 with any statutory modifications thereof, if required.

Performance under these presents shall, if reasonably possible, continue during the arbitration proceedings and payment due to the Supplier by the Purchaser shall not be withheld, unless they are the subject matter of the arbitration proceedings.

33. Notices:

To be incorporated as per RFP

34. Limitation of Liability

To be incorporated as per RFP

35. Conflict of Interest:

Bidder has to declare that there will be no conflict of interest during entire contract period and will bind to adhere with the declaration submitted by them pertaining to conflict of Interest during the bid submission.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED SEALED AND DELIVERED FOR _____(Vendor)_____

By the hands of Shri/Smt. _____

In presence of Shri/Smt. _____

SIGNED SEALED AND DELIVERED FOR NIC

By the hands of Shri/Smt. _____

In presence of Shri/Smt. _____

In presence of Shri/Smt. _____

7.2. 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
Premises No. 18-0374, Plot no.CBD-81,
New Town, Kolkata-700156

Dear Sirs,

In consideration of your having placed a Purchase Order for purchase of MFP printers (withand your agreeing to pay the aforesaid
Messers

.....(hereinafter referred to as 'The Supplier' and shall include his
heirs, successors and permitted assigns) a sum of
`..... (Rupees.....) as and by way of payment in terms of the Contract
/ Supply Order / Purchase Order No. dated with you (hereinafter referred to as 'Contract')
on your agreeing to furnish to you with our guarantee in the manner hereinafter contained, we
.....(Bankers Name) located at
.....with registered office at
.....

DO HEREBY COVENANT AND AGREE AS FOLLOWS:

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

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

shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the Supplier or us nor shall it be affected by any change in your constitution or by amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. This guarantee shall come into force simultaneously with NIC's making the aforesaid payment to the Supplier and shall not be revoked by us whether before it's coming into force or any time during its currency without NIC's prior consent in writing.
13. We further agree and undertake to pay to NIC the amount demanded by NIC in writing irrespective of any dispute or controversy between NIC and the Supplier.
14. Notwithstanding anything contained hereinabove our liability under this agreement is restricted to `..... (Rupees). Unless a written claim is lodged on us for payment under this guarantee within seven days of the date of expiry of this guarantee i.e. on or before all NIC's rights under this guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us, discharged.
15. We have power to issue this guarantee in NIC's favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED ON THE DAY OF FOR & ON
BEHALF OF THE..... BANK LTD.

FOR & ON BEHALF OF

(BANKER'S NAME)

Branch Manager

(Banker's seal)

Address.....

.....

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

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

INTEGRITY PACT

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INTEGRITY PACT

BETWEEN

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

AND

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

Preamble

The PURCHASER intends to award, under laid down organizational procedures, contract(s) for Procurement of MFP printers (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) _____

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

For supply, installation, commissioning and maintenance of MFP printers ':

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

Whereas (Hereinafter called the 'Bidder') has submitted its bid dated for the Supply, Installation, Commissioning, Maintenance and other related services of supply, installation, commissioning and maintenance of MFP printers ' (hereinafter called the "Bid").

KNOW ALL MEN by these presents that WEof Having our registered office at (hereinafter called "the Bank") are bound unto the National Insurance Company Limited having registered office at Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156 (hereinafter called "the Purchaser") in the sum of Rs.10,00,000/- (Rupees Ten lakhs) only for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by Day of 2024.

THE CONDITIONS of the obligations are:

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

- a. Withdraws his bid at any time before the LOI or Purchase Order or Advice for execution is issued against the RFP.
OR
- b. Fails or refuses to execute the work after having been identified L1 before or after LOI/Purchase Order/Advice for execution is issued.
OR
- c. Fails or refuses to furnish the Performance Guarantee of 3% of the Contract Value OR
- d. Fails or refuses to execute the Contract
OR
- e. Fails or refuses to execute the work as per the Contract. OR
- f. The MFP printers ' supplied is not accepted by NIC Official/s and/or Consultant/s of NIC
OR
- g. Fails to execute the work within time schedule as per RFP

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

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

(Authorized Signatory of the Bank)

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)

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

नेशनल इन्श्योरेन्स कंपनी लिमिटेड पंजीकृत एवं प्रधान कार्यालय: परिसर क्रमांक 18-0374, प्लॉट क्रमांक CBD-81, न्यू टाउन, कोलकाता – ७००१५६
National Insurance Company Limited Registered & Head Office: Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156
Local Address:

Visit us at: <https://nationalinsurance.nic.co.in> |

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