

***RFP NO:
NIC/IT/RFP/10/2025/DataCard***



**National Insurance Company Limited
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 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 '**Data Cards**' means **4G Data Card compatible with 3G and 2G connections with accessories and** related Software, drivers, manuals for the applicable items, which the Supplier is required to supply and install at the location of the Purchaser under the order/contract, as per specifications of this RFP.
- e) The 'Contract' means Five years' Agreement 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 – V**.
- f) The 'Supplier/Channel Partner' means the person or the firm or the company with whom the order for the Delivery and Installation of the Data Cards/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.
- g) The term 'Bidder' means 'Supplier/Channel Partner' 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'.
- h) The 'Bid Price' means the 'Total Price' (As per Table A, Section-IV) quoted by the Bidder.
- i) The 'Contract Value' means the total amount payable against 'Data Cards', related Software and other accessories to be supplied and installed and related services by the Supplier.
- j) '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.
- k) 'PBG' means Performance Bank Guarantee to be submitted by the supplier as the guarantee of performance against the concerned Order.
- l) The 'Order' means the Purchase Order issued in favour of the successful Bidder.
- m) 'Service' means services ancillary to the supply of the 'Data Cards', such as transportation, insurance, installation, maintenance, any other incidental services and obligations of the Supplier covered under the contract.
- n) 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.
- o) Wherever the word 'he' appears in this document, it shall be deemed to include 'she', 'it' as may be appropriate
- p) 'NIC Address' means the address for bid submission and opening of RFP / verification/ Technical evaluation of 'Data Cards' and is as follows:
Deputy General Manager-
IT
National Insurance
Company Limited, Head
Office, IT Department,
Premises No.18-0374, Plot
No. CBD-81, New Town,
Kolkata-700156
Contact:Shri D Bardhan
Contact No.: 8335080373
d.bardhan@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 item(s) of this RFP Documents till final bid submission date and all such changes/modification will be informed through NIC website: <https://eprocure.gov.in> and andc.co.in , <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 'Data Cards' must be accompanied with a deposit in the form of Demand Draft (DD) for amount mentioned in Section II payable at Kolkata in favour of "National Insurance Company Limited" issued by any Scheduled Bank, which would carry no interest. Non-submission of EMD along with Pre-Qualification cum Technical Bid will disqualify the Bidder and his Commercial Bid 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 for execution is issued against the respective RFP.
OR
- ii. Fails or refuses to receive the Purchase Order within two working days from the date of issuance of the Purchase Order.
OR
- iii. Fails or refuses to execute the work after having been identified as L1 before or after LOI/Purchase Order/Advice for execution is issued.
OR
- iv. Fails or refuses to furnish the Performance Guarantee of Rs.10,00,000/-(Rupees Ten Lakh Only)
OR
- v. Fails or refuses to execute the Contract within 14 days of issuing PO
OR
- vi. Fails or refuses to execute the work as per the Contract
OR
- vii. The 'Data Cards' supplied are not accepted by NIC Official/s and due to non-compliance of any terms & conditions of RFP.
OR
- viii. Fails to commence the delivery as per Schedule 1.8

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

- **Exemption from payment of Tender Fee**
- **Exemption from payment of EMD (Earnest Money Deposit)**

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

1.4 Pre-Qualification cum Technical Bid Criteria

The Bidder shall provide documentary evidence for all the below mentioned criteria for becoming eligible under Pre-Qualification Criteria.

1. The Bidder should be a public / private limited company registered Company in India under the Companies Act, 1956 / 2013 for a minimum period of Five years in India.
2. The Bidder should hold a valid GST Number & PAN Card and should be registered with the appropriate authorities for all applicable statutory taxes/duties.
3. The Bidder must have been in the business as a Prime Service Provider for GSMA/LTE based connections and licensed Internet Service Provider (ISP), for a minimum period of 5 years in India (As on RFP date).
4. The Bidder should be an independent GSM/VOLTE Mobile service provider with a minimum of 4G network/bandwidth /spectrum upgradable to future technologies like 5G or higher in all Telecom Circles.
5. The Bidder should have a valid License from DOT for providing GSMA/LTE based connections in India as per Telecom policy of India for at least next 5 years.
6. The Bidders neither have abandoned any work nor any of their contracts have been rescinded during the last 5 (five) years.
7. The bidder must have executed the following in FY 2021-22, FY 2022-23, FY 2023-24:
 - Minimum 1 Contract of 3000 (three thousand) CUG connections/ Data Card connections or equivalent facility, for 3 continuous years in PSU / BFSI
 - Minimum 3 Contracts of 1000 (one thousand) CUG connections/ Data Card connections each or equivalent facility, per year for at least 3 years, in PSU / BFSI
8. The Bidder/ Service Provider must have a registered office anywhere in India.
9. The bidder should have an overall annual turnover of minimum Rupees One Thousand Crores in each of the last three financial years (FY 2021-22, FY 2022-23, FY 2023-24). In case of merger or acquisition, financials of merged or acquired companies may be considered in case of new companies.
10. The Bidder should have a positive EBITDA (Earnings Before Interest, Taxes, Depreciation, and Amortization) in the last three financial years, i.e., FY 2021-22, FY 2022-23, FY 2023-24. The net worth of the Group Company or Parent Company shall not be considered. In case of merger or acquisition, financials of merged or acquired companies may be considered in case of new companies.
11. Quality certification in delivery of service (maintenance & support) from an internationally recognized and reputed agency, e.g. (ISO 9000, ISO 20000-1:2018, ISO 27000:2013) for Quality Management, IT Service Management and Information Security Management System respectively.
12. The bidder should have support centers in all the Telecom Circles across the country.
13. The bidder should have online portal for viewing SIM wise usage statistics, self-service feature for online replacement of SIM cards, online request for temporary and permanent blocking of a SIM card etc. Information regarding help-desk and escalation matrix should be submitted (details like name of contact person, phone no, location, the process of complaint booking and resolution, etc)
14. The Bidder should not be blacklisted by any Government or PSU enterprise in India as on the date of the submission of bid.
15. The Bidder should not have filed for Bankruptcy in any country.
16. The 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.
17. The Bidder has to submit Integrity Pact and POA in non-Judicial Stamp Paper while submitting the Bid along with PQB
18. The 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

The Technical bids of bidders qualifying the eligibility criteria will be considered and reviewed to determine whether the technical bids are substantially responsive, evaluation of the Technical Bid submitted along-with compliance to the Minimum Technical Specifications mentioned for each of the products/solutions, as applicable. Wherever details have been asked for, specific responses should be provided by the Bidder. Presentation by the Bidders on their solution and understanding of the Project, if required by NICL. Demonstration of functionalities as per NICL's requirements, if required by NICL.

Bids that are not substantially responsive are liable to be disqualified at NICL's discretion.

The Commercial bids of the Bidders who do not conform to the Pre-Qualification and Technical eligibility criteria will not be opened. However, the EMD of such Bidders will be returned in due course.

1.5 Price Schedule:

- 1.5.1 All quotes are to conform to the format as per Price Schedule in **Section – IV**; Quotes should be only in INR.
- 1.5.2 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.
- 1.5.3 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.
- 1.5.4 The final price for evaluation for the supply, installation and commissioning of the 'Data Cards' would be decided on the basis of the Price Schedule as specified in section IV.
- 1.5.5 The Supplier shall agree to maintain the price and configuration until execution of the entire order or 6 (Six) months from the placement of the Purchase Order whichever is later. However, should there be a fall in the prices between the date of submission of bid under this RFP and the date of delivery of the "Data Cards" ordered for, on account of revision in prices of any 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 'Data Cards' ordered for is 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.

1.6 Arithmetical errors will be rectified on the following basis:

- a. If there is discrepancy between words and figures, words will prevail.
- b. If there is a discrepancy between the break-up price and total price, the break-up price shall prevail.
- c. 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.
- d. 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 successfully evaluation of commercial bid.
4. NIC will utilize the services of GeM for the online bidding and reverse auction through GeM Portal.
5. Bidders will be notified through GeM Portal for e-Reverse Auction event.
6. Reverse Auction will be conducted after opening of commercial bid.
7. At the end of Reverse Auction event, the lowest bidder value will be made known on the network.
8. The L1 bidder after RA has to submit hard copy duly signed filled-in prescribed format 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.

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

1.7 Other Conditions:

- 1.7.1 A bid determined not substantially responsive will be rejected by the purchaser and cannot be made subsequently responsive.
- 1.7.2 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.

- 1.7.3 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.
- 1.7.4 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.
- 1.7.5 No price variation / adjustment, explanation, correction or any other escalations will be entertained.
- 1.7.6 Replica of soft copy to be submitted in the form of hard copies.
- 1.7.7 Over-writing without proper authentication is not permitted in filling up the bids and may entail rejection of the bids.
- 1.7.8 50% of commercially qualified bidders (Starting from L1) will be allowed to participate in RA.
- 1.7.9 RA will start immediately after commercial bid evaluation and will be valid for 48hours.
- 1.7.10 Participated bidders will be notified through GeM for Reverse Auction.
- 1.7.11 The products and price offered cannot be withdrawn by the bidder from GeM during the bid validity period.
- 1.7.12 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.
- 1.7.13 The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value and last Bid Placed by him.
- 1.7.14 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.
- 1.7.15 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.
- 1.7.16 **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 in RFP.

1.8 Delivery and Installation:

Delivery and Installation of the 'Data Cards', ordered for is required to be completed latest by **ten working days** at various offices of NIC situated in Kolkata after issuance of Work Order. For other offices of NIC across the country, the delivery should be completed within **twenty working days**. 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.

1.8.1 Delivery is deemed to be completed when the following are received at the location in full:

- a) Supply of 'Data Cards'.
- b) Any relevant accessories, Software and media in order to comply with the Technical Specification.
- c) Associated Documents/Licenses/Manuals.

In case of failure on the part of the Supplier to adhere to the time schedule, the Liquidated Damages condition shall be invoked by NIC. However, NIC may cancel the contract if the supplier fails to commence the delivery and installation within two weeks from the date of issue of Purchase Order.

The supply, installation and maintenance of 'Data Cards' should be done under the supervision and guidance of NIC officials.

1.9 Terms of Payment:

- 1.9.1 All payments pertaining to this RFP will be made from Head Office, Regional Offices. Separate invoices should be raised for head office and every regional offices.
- 1.9.2 Performance Guarantee of Rs.10 lakhs(Rupees Ten Lakhs) in the form of BG covering the entire contract period i.e. 5 years from the date of installation and commissioning of 'Data Cards' should be furnished by the successful Bidder/s in favour of NIC within two weeks from the issuance of Work Order. The signed Contract (as per format given in Section – V) should be submitted to NIC within two weeks from the issue of the purchase order.

NIC will make payment as follows:

1. The payment shall be made on monthly basis by HO, Regional Offices as per users' locations.
2. No advance payment will be made in any case.
3. The payment will be released in 15 days from receipt of monthly bills (after deducting penalty, if Any) and on satisfactory rendering of services.
4. The payment will be made after proper deduction of TDS and other taxes as per prevailing Rule/rates.
5. Any payment made in excess shall be refunded by the Company to the concerned NIC Office.
6. The service provider will not have any legal right to proceed against NIC in the event of late payment due to unforeseen reason/s.
7. No escalation of prices shall be permitted on any ground.
8. Enhancement or decrease/increase of taxes, duties or prices etc., will not affect the ARC rates during entire period of the contract. No difference shall be paid or claimed as a result of the above.

1.10. No advance payment will be made by NIC.

1.11 Warranties:

The 'Data Cards' 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 'Data Cards' 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 'Data Cards' supplied should perform satisfactorily as per requirements mentioned in the specification. The warranty, which for all practical purposes would mean Comprehensive On-site Replacement Warranty and free of charge, shall start and remain valid for entire contract period from the last date of supply, and installation of the last unit of 'Data Cards' under this RFP.

The warranty shall cover the following:

- a) Quality, strength and performance of the data card supplied.
- b) Safe electrical and mechanical stresses, on all parts of the equipment under all conditions of operation.
- c) Prompt service during maintenance period for repairs.
- d) Replacement warranty must be given on all the 'Data Cards' to be supplied including DOA(Applicable upto one month from the date of supply) except Lost/Stolen and physical damage cases.

1.12 Maintenance during Warranty Period:

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

1.12.2 For 'Data Cards', 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 the data card, 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 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.

Safe Custody period of 90 days is applicable for all data cards.

1.12.3 Penalty Clause: (Applicable during Warranty Period):

Any 'Data Card' that is reported to be down/not working on any day should be attended as follows:

Location	Resolution Time
Kolkata	48 Hours on working day
Other Metro Locations	3 working days
Other locations except above	5 working days

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

- a) Penalty for call resolution within first two working days beyond above permissible period: Rs.250.00 per NIC working day per call.
- b) Penalty for call resolution after first two working days beyond above permissible period: Rs.500.00 per NIC working day per call.
- c) In case the penalty as per the above mentioned rates crosses 4 days cumulative penalty, for any call, NIC may consider the option of encashment and encashment of the entire PBG amount.

The supplier will submit, to NIC Head Office and Regional Offices, monthly Call Resolution Report together with individual Call Resolution Sheets duly signed by the concerned NIC officials. Penalty is restricted to a maximum limit of 10 % of the Contract value and crossing the same NIC may revoke the PBG.

Bidder needs to deploy one Resident Engineer at NICL Head Office for entire contract period who will provide, support and co-ordinate with all NICL users' across PAN India for any Data Card related issues and co-ordinate with concerned Regional Service Team. Penalty will be applicable on non-availability of RE which will be Rs. 200/- per day which will be deducted from Monthly bill raised for HO.

1.13 Cancellation Clause:

If the data cards are not supplied and 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 . In this respect NIC will give sufficient notice to Supplier to address the issue.

1.14 Delays in the Supplier/s performance:

Delivery of the 'Data Cards' 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.

Any incidental taxes and levies on account of delay in performance i.e. delivery/installation/ replacement of defective parts, shall be on the Supplier's account.

Once the stipulated date for delivery of the 'Data Cards' is crossed and no delivery has commenced, NIC may consider termination of the contract and/or annulment of Purchase Order besides encashment of the PBG.

1.15 Clarification of Bids:

To assist in the examination, evaluation and comparison of bids the Purchaser may, at their discretion, ask the Bidder for clarification of the bid. However, **no other correspondence on bids will be permitted.**

1.16 Contract with NIC:

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 –V**. Failure to enter into Contract may result in cancellation of the Purchase Order and forfeited of EMD/PBG .

1.17 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.

1.18 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.

1.19 Applicable law:

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

1.20 Notices:

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

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. In this respect NIC will provide sufficient notice period to supplier to address the issue.

1.21 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.

1.22 Sub-Contract:

The Supplier/s shall obtain consent of the Purchaser in writing of all Sub-Contracts (if any) to be awarded under the Contract that is not already specified, in his bid. Such notification, in his original bid or later, shall not relieve the Supplier/s from any liability or obligation under the Contract.

1.23 Obligation:

The entire responsibility of the supply, warranty and the contract lies with the Supplier/s on 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.

1.24 Force De Majeure:

- a) 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.
- b) For the purpose of this clause "Force De Majeure" means an unforced able 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, epidemic, quarantine restrictions and freight embargoes.
- c) 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.

1.25 Termination for Convenience:

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.

1.26 Limitation of Liability:

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.

The aggregate liability of supplier under this Agreement, regardless of the form of the claim, shall not exceed aggregate of (i) value of the products supplied during six months prior to the date of claim; (ii) the fees received by supplier under this Agreement during the six months preceding the date of such claim, for services.

Note:

All queries relating to the Tender must be submitted to NIC latest by 3rd April 2025 till 5 PM through mail as mentioned above and a Pre-bid meeting will be held on 4th April 2025 (if required). It should also be noted that any query raised by any bidder will not be entertained after 5:00 p.m. on 3rd April 2025.

SECTION - II

RFP Specific Terms and Conditions



**National Insurance Company
Limited Head Office, Address :
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/10/2025/DataCard**.
- 2.2 Invitation to RFP (e-RFP) is for Delivery, Installation and Maintenance and related services in respect of **2100 (Two Thousand One Hundred) numbers of 'Data Cards'** as per specifications given in the RFP.
- 2.3 Intending Bidders who satisfy the eligibility criteria laid down hereunder may download the RFP Document from the company's website Company's website <https://www.nationalinsurance.nic.co.in>, <https://eprocure.gov.in> and gem.gov.in . Bidders may please note for participation in this e-RFP, it is mandatory to download official copy of RFP document from GeM portal) between **1st April 2025 to 11th April 2025** 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 drawn on a Scheduled Bank in favour of the National Insurance Company Limited payable at Kolkata along with the other documents to be submitted offline. Non-furnishing of RFP Document Fee will disqualify the bidder.
- 2.4 If any Bidder uses any brands/ models not complying with BOM, his bid shall be summarily rejected.
The RFP shall consist of PQB cum Technical bid followed by commercial bid.
- 2.5 Last Date & Time for Submission of bid is on or before **11th April, 2025 Time:1:00 PM** at 'NIC Address'. **Pre-bid meeting will be held on 4th April 2025.**
- 2.6 Online Pre-Qualification cum technical bids will be opened on **11th April, 2025 Time: 3:00 PM** at 'NIC Address'.
- 2.7 The Bidders, who qualify in the Pre-qualification stage, will be intimated of their selection and their Techno-commercial bids shall be opened in due course accordingly.
- 2.8 Date till which the RFP is valid: One year from the date of opening of Commercial Bids.
- 2.9 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.
- 2.10 The consultants of NIC or their sister concerns will not be permitted to participate in this RFP.
- 2.11 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.
- 2.12 Online Offers prepared in accordance with the procedures as enumerated herein below should be submitted at 'NIC Addresss':

**Deputy General Manager
Information Technology Department,
National Insurance Company Limited,
Head Office, 1st Floor,
Premises No.18-0374, Plot No. CBD-81,
New Town, Kolkata-700156**

- ❖ All Bids must be accompanied with Earnest Money Deposits in the form of Demand Draft (DD)/NEFT/RTGS–payable at Kolkata drawn on a Scheduled Bank, in favour of National Insurance Company Limited. The amount of Earnest Money Deposit will be Rs. 5,00,000/- (Rupees Five lakhs) only.
- ❖ Particulars for NEFT/RTGS Transfer:

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 EMD/s along with the Pre-Qualification cum Technical bid will disqualify the Bidder and his Commercial bids will not be entertained.
- ❖ The EMD amount submitted by the Bidder will be returned, without any interest, to the 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 – V**.
- ❖ This RFP Document is not transferable.

2.2 Procedure for Submission of Bids:

Offline Documents/ Documents to be submitted in Hardcopy –

- (A) **EMD in the form of DD should be enclosed only in the envelope for Pre-Qualification cum Technical Bid for respective items. If the EMD is not enclosed as above, the bid is liable to be rejected, even if included in any other envelope which remains unopened at the time of opening the envelope for Pre-Qualification cum Technical Bid.**
- (B) Original copy of the letter of authorization shall be indicated by written power-of-attorney.
- (C) DD of Rs. 15,000/- (Rupees Fifteen Thousand only) drawn in favour of National Insurance Company Limited, payable at Kolkata against payment of RFP fee/ Cost of RFP Documents.
- (D) Passphrase for relevant bid part (i.e., Pre-qualification cum Technical & Commercial bid parts)
- (E) The **Pre-Qualification cum Technical Bid and commercial Bid** in a sealed envelope should be superscribed “**NIC/IT/RFP/10/2025/DataCard**” the wording “**DO NOT OPEN BEFORE 11th April, 2025** ” and “**Pre-Qualification cum Technical Bid along with commercial Bid for supply, installation and maintenance of ‘Data Cards’**”.

Prices must NOT be indicated in the Pre-qualification cum Technical Bid and if indicated the Bid shall be rejected. Prices are to be indicated only in the prescribed format in Commercial Bid.

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

Exemption from payment of Tender Fee.

Exemption from payment of EMD (Earnest Money Deposit).

Note: Only Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by department of Micro, Small and Medium Enterprises (MSME) are exempt from submission of EMD (Bid

Security) and tender fees. Bidders claiming exemption of EMD under this rule (170 of GFR) are however required to submit a signed Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 12 months from being eligible to submit bids. Non submission against the same at Pre-qualification stage, will disqualify the bidder.

It is proposed to have a Two Bid System for this RFP. Online Documents –

The Pre-qualification cum Technical Bid should be submitted online on GeM portal.

The Commercial Bid should be submitted online on GeM portal. Prices are to be indicated only in the prescribed format in Commercial Bid.L1 will be decided after the process of Reverse Auction in GeM Portal.

- 2.2.1 Offline/Hardcopy documents to be submitted to the below mentioned address in a sealed envelopes superscribed with the **wordings** “supply, installation and maintenance of **“Data Cards” and RFP Number, Due Date and Wordings “DO NOT OPEN BEFORE 11th April 2025”** along with envelope containing DD as RFP Fee.

Addressee and Address of the RFPs:

**Deputy General Manager-IT,
Information Technology Department,
National Insurance Company Limited,
Head Office, 1st Floor,
Premises No.18-0374, Plot No. CBD-81,
New Town, Kolkata-700156**

- 2.2.2 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 conduct or outcome of the RFP process.

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

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

- 2.2.4 **Check-list for scanned Documents to be submitted online with RFP (except those are specified as offline / Hardcopy documents):**

Pre-Qualification cum Technical Bid comprises the following-

Pre-qualification cum Technical Bid Stage Eligibility Criteria:

1. The Bidder should be a public / private limited company registered Company in India under the Companies Act, 1956 / 2013 for a minimum period of Five years in India.
2. The Bidder should hold a valid GST Number & PAN Card and should be registered with the appropriate authorities for all applicable statutory taxes/duties.
3. The Bidder must have been in the business as a Prime Service Provider for GSMA/LTE based connections and licensed Internet Service Provider (ISP), for a minimum period of 5 years in India (As on RFP date).
4. The Bidder should be an independent GSM/VOLTE Mobile service provider with a minimum of 4G network/bandwidth /spectrum upgradable to future technologies like 5G or higher in all Telecom Circles.
5. The Bidder should have a valid License from DOT for providing GSMA/LTE based connections in India as per Telecom policy of India for at least next 5 years.
6. The Bidders neither have abandoned any work nor any of their contracts have been rescinded during the last 5 (five) years.
7. The bidder must have executed the following in FY 2021-22, FY 2022-23, FY 2023-24:
 - Minimum 1 Contract of 3000 (three thousand) CUG connections/ Data Card connections or equivalent facility, for 3 continuous years in PSU / BFSI
 - Minimum 3 Contracts of 1000 (one thousand) CUG connections/ Data Card connections each or equivalent facility, per year for at least 3 years, in PSU / BFSI

8. The Bidder/ Service Provider must have a registered office anywhere in India.
9. The bidder should have an overall annual turnover of minimum Rupees One Thousand Crores in each of the last three financial years (FY 2021-22, FY 2022-23, FY 2023-24). In case of merger or acquisition, financials of merged or acquired companies may be considered in case of new companies.
10. The Bidder should have a positive EBITDA (Earnings Before Interest, Taxes, Depreciation, and Amortization) in the last three financial years, i.e., FY 2021-22, FY 2022-23, FY 2023-24. The net worth of the Group Company or Parent Company shall not be considered. In case of merger or acquisition, financials of merged or acquired companies may be considered in case of new companies.
11. Quality certification in delivery of service (maintenance & support) from an internationally recognized and reputed agency, e.g. (ISO 9000, ISO 20000-1:2018, ISO 27000:2013) for Quality Management, IT Service Management and Information Security Management System respectively.
12. The bidder should have support centers in all the Circles or Regional office locations of NICL across the country.
13. The bidder should have online portal for viewing SIM wise usage statistics, self-service feature for online replacement of SIM cards, online request for temporary and permanent blocking of a SIM card etc. Information regarding help-desk and escalation matrix should be submitted (details like name of contact person, phone no, location, the process of complaint booking and resolution, etc)
14. Two Dongles for technical demo to be submitted along with brochures/manuals.
15. Data Card Dongle should be plug & play on all variants of UBUNTU LINUX (12.04 & above), Red Hat Enterprise Linux (3.5 and above), Windows (XP and above) and Macintosh (Mac OS X and above) Operating Systems.
16. Such Data Card should have provision of creating its own Wi-fi zone by connecting into any USB Port/Electric Point. It should be able to connect multiple devices without any compromise on speed. Except Data services no other services should be available in data card. The device should have inbuilt rechargeable batteries.
17. The Bidder should not be blacklisted by any Government or PSU enterprise in India as on the date of the submission of bid.
18. The speed would be assessed by NIC using software tool available on internet. Bidder would not be permitted to raise any objection in this regard.
19. Bidder will ensure in writing that they will submit a dedicated Phone number for complaint redressal.
20. Minimum speed of data transfer (Download and Upload) must be mentioned in the Technical Bid.
21. The Bidder should provide documentary evidence regarding presence of connectivity (5G, VoLTE, 4G, 3G) across the country.
22. Dedicated Service Manager/ Technical Person has to be posted for entire contract period at Head Office after delivery of hardware.
23. The validity of the contract will be for 5 years.

2.3.5. Commercial Bid comprises the following:

- i. Monthly Rental per connection including device cost;
- ii. Prices of Optional Items

Note: Deviation(s) in Commercial Bids is not acceptable. The formats of particulars of above-mentioned items are given in **Section – IV**.

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

Failure to comply with the Pre-qualification cum Technical Bid and Commercial Bid requirements may result in disqualification of the bidder and the cancellation of the bid submitted.

SECTION - III

Contents of Particulars of Pre- Qualification cum Technical Bid



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

3. Minimum Technical Specifications

3.1 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. WHETHER ABLE TO DELIVER AND COMPLETE INSTALLATION WITHIN STIPULATED TIMELINE FROM DATE OF ISSUE OF PURCHASE ORDER FOR 'RFP No. NIC/IT/RFP/10/2025/DataCard
: YES/NO
- f. INCOME TAX PAN NUMBER:
(PLEASE ATTACH PHOTOCOPY OF LATEST I.TAX CLEARANCE CERTIFICATE)
- g. GST REGISTRATION NO. (PLEASE ATTACH GST REGISTRATION CERTIFICATE) :
- h. NAME & ADDRESS OF THE CONTACT PERSON TO WHOM ALL THE REFERENCE SHALL BE MADE WITH TEL. NO./ FAX/ E-MAIL :
- i. Is the Bidder **blacklisted/debarred/denied** by any Government department/Public Sector undertaking As on date of bid submission? :

If yes, give details.

SIGNATURE :

NAME :

DESIGNATION

DATE :

SEAL OF THE COMPANY

3.2 Minimum Technical specifications for 4G/LTE Data Card

Table 1: 4G/LTE Data Card (USB Dongle)			
S.No.	Feature/Parameter	Description	Compliance (Yes/NO)
1	Network Type	LTE/4G(Upgradable to 5G) Data Card	
2	GSM Band	GSM, GPRS, EDGE 850, EDGE 900, EDGE 1800	
3	UMTS Band	4G/LTE 700Mhz, 850MHz, 900 MHz, 1800 MHz, 2100 MHz, 2300 MHz, 2500 MHz, 2600 MHz, 3500 MHz, 26GHz	
4	Supported OS	Windows XP, Windows Vista SP1/SP2, Windows 7(32-bit and 64-bit), Windows 8(32-bit and 64-bit), Windows 10(32-bit and 64-bit), Windows 11(32-bit and 64-bit), Mac X10.x, Linux 32 bit	
5	Sim Slot	Standard SIM card slot with 128KB Memory	
6	Memory card slot capacity	Upto 32GB	
7	USB Version	USB 3.0	
8	Speed	20 Mbps or high	
9	Plug and Play	Plug and Play should be enabled	
10	Self Powered	Datacard must be self powered	
11	Wifi Enabled	Datacard must be Wifi Enabled	
12	Wifi Devices	5 Devices Simultaneously should be able to connect	
13	Battery: Rated capacity	Not less than 2300mAh	
14	Weight of the Device	Not more than 100 grams	
15	FDD (Frequency Division Duplex) or TDD (Time Division Duplex)	Max DL/UL 150Mbps/50Mbps	

3.3 Minimum Technical specifications for SIM Card

Table 2: SIM CARD			
S.No.	Feature/Parameter	Description	Compliance (Yes/NO)
1	Network	GSM - 4G(Upgradable to 5G)/LTE	
2	SIM Card Size	3 in 1 SIM (Regular/Micro/Nano)	
3	SIM Memory	128 KB Memory	

NOTE: All the above-mentioned specifications in Table 1 and Table 2 are minimum required specifications and higher specifications shall be used wherever necessary. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations.

3.4 Undertaking of Authenticity for 'Data Cards', FOR EACH 'Data Cards' and software supplied

The Bidder shall submit an undertaking in the format given below:

Sub: Supply for 'Data Cards' & Software's

Ref: 1. Your Purchase Order No.----- dated-----
2. Our Quotation No.----- dated-----

With reference to the 'Data Cards', FOR EACH 'Data Cards' & Software's being supplied/quoted to you vide our invoice no/quotation no/order no. Cited above, we hereby undertake that all the components/parts/assembly/software used in the 'Data Cards', FOR EACH "DATA CARDS" & Software under the above like 'Data Cards' shall be original, new components/parts/assembly/software only, from respective OEMs of the products and that no refurbished/duplicate/second hand components/parts/assembly/software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate (e.g. Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the 'Data Cards'/Hardware/Software already billed, we agree to take back the 'Data Cards', FOR EACH "DATA CARDS" and software's, without demur, if already supplied and return the money if any paid to us by you in this regard.

We (system OEM name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre/Reseller/SI etc.

Authorized Signatory (Not below the rank of the Company Secretary of the system OEM)

Name and Designation:

Place

Date

SECTION - IV

Contents of Particulars of Commercial Bid



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

4 PRICE SCHEDULE

4.1 Monthly Rental per connection including device cost with 5 (Five) years warranty :

TABLE-A				
Sl. No.	Usage	Rate per connection excluding taxes (A1)	Appx. No. of connections (A2)	Total amount (A1) X (A2)
1	100GB per month with rollover facility of 250GB with no expiry date		2100	
TOTAL AMOUNT FOR 100GB USAGE for 2100 Connections				

L1 will be decided on the grand total of Table A

Basic Unit Price takes into account Basic Price, Packing/ Forwarding charges, Insurance, charges for installation, commissioning of 'Data Card Services', services operational and covering maintenance during warranty period.

Entry Tax/Octroi (if any) to be paid 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.

4.2 Optional Items(To be Submitted in PDF Format), Valid for Entire Contract Period:

Monthly Rental per connection (TABLE B)

SI No	Per GB additional usage charge over	Rate per connection excluding taxes
1	100GB per month with rollover facility of 250GB with no expiry date	

SI No	Per Device Cost	Unit price
1	Device Cost	

NOTE: All the prices are in Indian Rupees and exclusive of taxes.

Signature of Witness

Date :

Place :

Signature of Bidder

Date :

Place :

Seal :

SECTION - V

Format of Contract

Format of Performance Bank Guarantee

Format of Integrity Pact

Format of Conflict of Interest



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

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

THIS Memorandum of Understanding/Agreement is made on this _____ day of _____, 2018 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 ‘Data Cards’ and sells and/or distributes such ‘Data Cards’ being party of the Second Part herein.

AND WHEREAS the Purchaser intends to procure ‘Data Cards’ for its users and has explained to the Supplier the purposes and uses for which the ‘Data Cards’ are being purchased.

AND WHEREAS the Supplier has assured that the ‘Data Cards’ 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 ‘Data Cards’ 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 ‘Data Cards’ mentioned in the Purchaser’s Invitation to RFP containing broad terms and conditions for the purchase, supply, installation and maintenance of the ‘Data Cards’ 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 ‘Data Cards’ to be the lowest of the submitted RFPs.

AND WHEREAS the Purchaser would place orders on the Supplier for purchasing ‘Data Cards’ Computers 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 _____ 2025.

AND WHEREAS the parties herein intend to set out the terms and conditions for such purchase and maintenance of ‘Data Cards’ 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 document 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 ‘Data Cards’s:

The Supplier will sell and deliver specified ‘Data Cards’s to the Purchaser at the locations as specified in the Purchase Order. Such ‘Data Cards’s 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 ‘Data Cards’s 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 ‘Data Cards’ until execution of the entire order. However, if the model of the ‘Data Cards’ 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. 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 ‘Data Cards’s 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.

6. Change of Purchase Order:

To be reproduced from sub-section **1.24** of **SECTION – I** of RFP

7. 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.

8. Assignment:

To be reproduced from sub-section **1.34** of **SECTION – I** of RFP

9. Sub-Contract:

To be reproduced from sub-section **1.35** of **SECTION – I** of RFP

10. Delays in the Supplier Performance:

To be reproduced from sub-section **1.25** of **SECTION – I** of RFP

11. Right to Use Defective ‘Data Cards’s:

If after delivery, acceptance and installation and within the warranty period, the operation or of use of the ‘Data Cards’s proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such ‘Data Cards’s 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.

12. Termination for Defaults:

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

- a) If the Supplier fails to make delivery of the ‘Data Cards’s 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.

13. 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.

To be reproduced from sub-section 1.33 of SECTION – I of RFP

14. Compliance with Terms and Conditions:

The Supplier will comply with all the Terms and Conditions given in RFP and RFP Offer.

15. Address for communication:

Any notice by one party to the other pursuant to the contract shall be sent by email/letter and confirmed in writing to the addresses specified below:

Purchaser address: Deputy General Manager, National Insurance Company Limited, Head Office, IT Department, 1st Floor Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156

Contact Person: Shri D Bardhan Contact No.: 8335080373

E-mail: d.bardhan@nic.co.in

Vendor address:

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

FOR _____(Vendor)_____

By the hands of Shri/Smt. _____ In
presence 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. _____

5.2 GENERAL FORMAT FOR PERFORMANCE BANK GUARANTEE

PROFORMANCE 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 'Data Cards' Computers (with..... and 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..... datedwith you (hereinafter referred to as 'Contract') on your agreeing to furnish to you with our guarantee in the manner hereinafter contained, we(Bankers Name) located atwith registered office at DO

HEREBY COVENANT AND AGREE AS FOLLOWS:

1. We , Bank Ltd. having our office located at do hereby undertake to indemnify National Insurance Company Limited or their heirs, successors or permitted assigns (hereinafter referred to as NIC) and keep indemnified to the extent of the sum of ` (Rupees) from and against all losses and damages that may be caused to NIC in relation to the payment to be made by NIC to the Supplier as aforesaid by reason of any default or defaults on the part of the Supplier in the due supply of plant / machinery / equipment / spares / services for carrying out any work or discharging supplier's obligation as per the said contract in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof and in the event of any default or defaults on the part of the Supplier as aforesaid we shall forthwith on demand and without demur pay to NIC any sum not exceeding in the total the said sum of ` (Rupees) as may be claimed by NIC to be due from the Supplier by way of refund of such payment or any portion or otherwise as NIC's losses and / or damages, costs charges or expenses incurred by reason of such default or defaults on the part of the Supplier as aforesaid.
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 Data Cards / 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. 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.
- 9. This guarantee and the powers and provisions herein contained, are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to NIC by us and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
- 10. 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.
- 11. This guarantee shall come into force simultaneously with NIC's making the aforesaid payment to the Supplier and shall not be revoked by us whether before its coming into force or any time during its currency without NIC's prior consent in writing.
- 12. 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.
- 13. Notwithstanding anything contained hereinabove our liability under this agreement is restricted to `..... Rupees (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.
- 14. 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

INTEGRITY PACT

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

INTEGRITY PACT

BETWEEN

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

AND

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

Preamble

The PURCHASER intends to award, under laid down organizational procedures, contract(s) for Procurement of Data Card (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 and Bengaluru.

(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 and maintenance of 'Data Card':

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

Whereas (Hereinafter called the 'Bidder') has submitted its bid datedfor the Supply, Installation, Commissioning, Maintenance and other related services of supply, installation and maintenance of 'Data Card' (hereinafter called the "Bid").

KNOW ALL MEN by these presents that WE.....of having our registered office at.....(hereinafter called "the Bank") are bound unto the National Insurance Company Limited having registered office at # Premises No.18-0374, Plot No. CBD-81, New Town, Kolkata-700156 (hereinafter called "the Purchaser") in the sum of **Rs.5,00,000/- (Rupees Five lakhs)** only for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by Day of 2025.

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 Rs.10,00,000/- (Rupees Ten Lakh Only)
OR
- d. OR Fails or refuses to execute the Contract
OR
- e. Fails or refuses to execute the work as per the Contract.
OR
- f. The 'Data Card' 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)