

RFP NO:
NIC/IT/RFP/09/2017/Data Cards
for GSM Data Cards



National Insurance Company Limited
Head Office
3, Middleton Street, Kolkata 700 071
Phone Nos.: (033)2283-1728/39, Fax No.: (033)2283-1740

CONTENTS

S. No.	Section	Description	Page
1	Section I	Definitions, General Terms and Conditions	
2	Section II	RFP Specific Terms and Conditions	
3	Section III	Contents of Particulars of Pre- Qualification cum Technical Bid	
4	Section IV	Contents of particulars of Commercial Bid	
5	Section V	Format of Contract Format of Performance Bank Guarantee	

SECTION - I



Definitions, General Terms and Conditions

**National Insurance Company Limited
Head Office
3, Middleton Street, Kolkata 700 071 Phone
Nos.: 2283-1728/39, Fax No.: 2283-1740**

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 Three 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 D, 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:

Chief Manager-IT
National Insurance Company Limited,
Head Office, IT Department, 4th Floor
3, Middleton Street, Kolkata- 700071
Phone Number: - (033)22831728/39
Fax Number: - (033)22831740
Contact Person: D S Pente
Contact No.: 8405802610
E-mail: ds.pente@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: www.nationalinsuranceindia.com as well as e-Procurement portal of TCIL i.e. <https://www.tcil-india-electronictender.com>.

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 10% of the Initial Contract Value
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 within two weeks

1.4 Pre-Qualification cum Technical Bid

Please refer to Section-II of the RFP.

- (i) Failure to comply with this requirement may result in disqualification of the bidder and cancellation of the bid submitted by him.
- (ii) Failure to provide passphrase prior to Online Public Tender Opening Event shall result in rejection of the bid of that bidder.

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.

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 **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.**

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 in the form of BG covering the entire contract period i.e. 3 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 **01(One)** year 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:

- Penalty for call resolution within first two working days beyond above permissible period: Rs.250.00 per NIC working day per call.
- Penalty for call resolution after first two working days beyond above permissible period: Rs.500.00 per NIC working day per call.
- 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, Quarterly 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.

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.

SECTION - II

RFP Specific Terms and Conditions



National Insurance Company Limited
Head Office
3, Middleton Street, Kolkata 700 071 Phone
Nos.: 2283-1728/39, Fax No.: 2283-1740

2.1 The RFP Number and Name of this RFP is **NIC/IT/RFP/09/2017/Data Cards for GSM Data Cards**.

2.2 Invitation to RFP (e-RFP) is for Delivery, Installation and Maintenance and related services in respect of **500 (Five 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 (www.nationalinsuranceindia.com or e-Procurement portal of TCIL i.e. <https://www.tcil-india-electronictender.com>. Bidders may please note for participation in this e-RFP, it is mandatory to download official copy of RFP document from TCIL's e-Procurement portal) between 20th December, 2017 to 9th January, 2018 and in this case the Bidder has to submit, in a separate envelope supercribed as "RFP Fee", a nonrefundable RFP Document Fee of Rs. 5,000/- (Rupees Five 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.

Special Registration Instructions for this e-Tender:

- Bidders are required to register themselves on ETS Portal of TCIL under the category of Buyer Specific (NIC specific) Registration.
- Only one registration shall be retained after completion of this tender for future bidding in NIC's e-Tenders. The other registration (s) will be de-activated.
- One time registration fee of Rs.3, 000.00 plus applicable GST shall be payable by the bidder Irrespective of number of registrations that bidder may require for this particular tender.

For other details related to registration, please refer **Electronic Bidding Instructions**.

2.4 Last Date & Time for Submission of bid is on or before **9th January, 2018 Time:1:00 PM** at 'NIC Address'. **Pre-bid meeting will be held on 27th December, 2017**.

2.5 Online Pre-Qualification cum technical bids will be opened on **9th January, 2018 Time: 3:00 PM** at 'NIC Address'.

2.6 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.

2.7 Date till which the RFP is valid: Six months from the date of opening of Commercial Bids.

2.8 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.

2.9 The consultants of NIC or their sister concerns will not be permitted to participate in this RFP.

2.10 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.

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

**Chief Manager
Information Technology Department,
National Insurance Company Limited,
Head Office, 4th Floor
3, Middleton Street, Kolkata – 700 071**

- ❖ 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.2, 00,000/- (Rupees Two lakhs) only.
- ❖ Particulars for NEFT/RTGS Transfer:

Name as per Bank Account	: National Insurance Company Limited
Bank Account Number	: 417953111
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. 5,000/- 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/09/2017/Data Cards for GSM Data Cards**” the wording “**DO NOT OPEN BEFORE 9th January, 2018** ” and “**Pre-Qualification cum Technical Bid along with commercial Bid for supply, installation and maintenance of ‘Data Cards’**”.

2.3 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 e-Procurement portal of TCIL i.e <https://www.tcil-india-electronictender.com>
 The **Commercial Bid** should be submitted online on e-Procurement portal of TCIL i.e. <https://www.tcil-india-electronictender.com>

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

Prices are to be indicated only in the prescribed format in Commercial Bid.

- 2.3.1 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 9th January, 2018”** along with envelope containing DD as RFP Fee.

Addressee and Address of the RFPs:

**Chief Manager-IT,
Information Technology Department,
National Insurance Company Limited,
Head Office, 4th Floor
3, Middleton Street, Kolkata – 700 071**

- 2.3.2 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.

- 2.3.3 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.

- 2.3.4 **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 original data card service provider, as approved by DoT, Govt. of India.
2. The bidder should have Annual Turnover of Rs.1000.00 Crores or more during the last 3 financial years (2014-15,2015-16 and 2016-17)- Audited Balance Sheet copies to be provided;
2. The bidder should have made Operating Profits in the last 3 financial years (2014-15,2015-16 and 2016-17) - Audited Balance Sheet copies to be provided;
3. The bidder should be having UAS (Unified Access Service License) issued by DoT for providing 2G,3G and 4G services – License copy to be submitted;
4. The bidder should have valid ISO 9001:2008.TL9000 and ISO 27001:2013- Photocopies of the certificates to be submitted;
5. The bidder should not have been blacklisted by any Govt. Organization including BFSI Sector as on date- Self declaration to be submitted;
6. The bidder should have minimum experience of 5 years in providing data card services from the date of commercial launch- Supporting documents to be submitted;
7. The bidder should have connections for at least 1000 numbers in BFSI sector/Govt. Organizations- Order copy to be submitted.
8. Two Dongles for technical demo to be submitted along with brochures/manuals.
9. 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.
10. 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.

11. 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.
12. Bidder will ensure in writing that they will submit a dedicated Phone number for complaint redressal.
13. Minimum speed of data transfer (Download and Upload) must be mentioned in the Technical Bid.
14. The Bidder should provide documentary evidence regarding presence of connectivity (4G, 3G and 2G) across the country.
15. Dedicated Service Manager/ Technical Person has to be posted initially for 3 months at Head Office after delivery of hardware.
16. The validity of the contract will be for 3 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 he cancellation of the bid submitted by him.

Failure to provide passphrase prior to Online Public Tender Opening Event shall result in rejection of the bid of that bidder.

2.4 E Tendering Procedure:

2.4.1 The bidder shall submit his response through bid submission to the e-tender on e-Procurement platform at <https://www.tcil-india-electronictender.com> by following the procedure given below. The bidder would be required to register on the procurement portal <https://www.tcil-indiaelectronictender.com> and submit their bids online. NIC will accept all Online bid & Offline documents within the time specified in the RFP. The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc. in the standard formats prescribed in this e-Tender documents displayed in procurement web site. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids in the e-Procurement web site i.e. <https://www.tcil-indiaelectronictender.com> However, bulky documents need not be scanned and uploaded but physical copy of the same should be sent to this e-Tender Inviting Authority office before the tender opening date. The bidder shall digitally sign the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity.

2.4.2 Registration with e-Procurement platform

For registration and online bid submission bidder may contact HELP DESK of M/s TCIL. Or they can register themselves online by logging in to the website <https://nic.eproc.in> contacting NIC Details:

D S Pente – DS.Pente@nic.co.in ; Cell No.8405802610

TCIL Details:

Telephone/ Mobile *Customer Support*: +91-11-26202699 (*Multiple Telephone lines*)
Emergency Mobile Numbers: +91-9868393792,
9868393717, 9868393775
E-mail ID ets_support@tcil-india.com

2.4.3 Digital Certificate authentications

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform. All the bidders who do not have Digital Certificate need to obtain Digital Certificate. Bidders may contact Help Desk of TCIL.

2.4.4 Submission of Hard copies:

After submission of the bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and EMD in a separately sealed envelope mentioning the RFP No along with other documents in a separate envelope as required, latest by the due date. All the bidders are requested to submit the hard copy of complete bid documents (Pre-qualification, Technical & Commercial Bids) in proper sealed condition as mentioned in the RFP. The Technical Bid & Commercial Bid should be similar in both the cases. Mismatching of documents/information will be the cause of rejection. The Company calling for tenders shall not be responsible for any claims / problems arising out of this.

2.4.5 Bid Submission Acknowledgement:

- a. The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. NIC and TCIL will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and not available for the Tender Inviting Authority for processing.
- b. Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for correctness /authenticity.

Neither NIC Ltd. nor the service provider (TCIL) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof The company reserves the right to accept or reject any or all offers. Bids of any Tenderer may be rejected if a conflict of interest between the Tenderer and the company is detected at any stage. **Incomplete** offers are liable to be summarily rejected.

2.4.6 Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, NIC has decided to use the portal <https://www.tcil-indiaelectronic tender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Sealed Bid System

- Prequalification followed by Single Stage Two Envelope

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on ElectronicTendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA

6. Download Official Copy of Tender Documents from ETS
7. Clarification to Tender Documents on ETS
 - Query to **NIC** (Optional)
 - View response to queries posted by **NIC**
8. Bid-Submission on ETS
9. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant Bid-Part
10. Post-TOE Clarification on ETS (Optional)
 - Respond to **NIC** Post-TOE queries
11. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant part (i.e., Financial-Part)
(Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the ElectronicTender® portal <https://www.tcil-india-electronicstender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated.

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk

Telephone/ Mobile *Customer Support*: +91-11-26202699 (*Multiple Telephone lines*)

Emergency Mobile Numbers: +91-9868393792, 9868393717, 9868393775

E-mail ID ets_support@tcil-india.com

NIC Contact

NIC Contact Person & Designation

Mr. D S Pente, Chief Manager-IT

Contact No. 8335080505

[between 10:00 hrs to 17:45 hrs on working days]

E-mail ID ds.pente@nic.co.in

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions).

Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes

- Prequalification Bid
- Technical-Part
- Financial-Part

- Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD).
- Submission of digitally signed copy of Tender Documents/ Addendum.

Offline Submissions:

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

Chief Manager-IT
National Insurance Company Limited,
Head Office, IT Department, 4th Floor
3, Middleton Street, Kolkata- 700071
Phone Number: - (033)22831728/39
Fax Number: - (033)22831740
ds.pente@nic.co.in, (M)8405802610

The envelope shall bear **RFP Number, Due Date and Wordings “DO NOT OPEN BEFORE 9th January, 2018”** and contain the following documents:

1. Original copy of the Bid Security in the form of a Bank Guarantee.
2. Original copy of the letter of authorization shall be indicated by written power-of-attorney.
3. DD of Rs. 5,000/- drawn in favour of National Insurance Company Limited payable at Kolkata against payment of RFP fee.
3. Passphrase for relevant bid part (i.e. Pre-qualification cum Technical & Financial bid parts)

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

Special Note on Security and Transparency of Bids:

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below: As part of the ElectronicEncrypter™ functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g, I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (eg the higher price) for the purpose of short-listing, and the lower of the two pieces of information (eg the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

(Optional Text in EBI, depending upon the decision of the Buyer organization):

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to NIC Name in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a 'Data Cards' with Wireless Internet Connectivity, if they wish to come to NIC office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'PassPhrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil.india-electronicstender.com>, and go to the **User-Guidance Center**.

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following '**SIX KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc all)
5. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s).
6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

Minimum Requirements at Bidder's End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 or above)
- Broadband connectivity
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)

Vendors Training Program

One day training (During office hours) would be provided by TCIL. Training is optional. Vendors are requested to carry a 'Data Cards' and Wireless Connectivity to Internet.

Scheduled Date	To be intimated later on
Venue	To be intimated later on
Vendors Training Charges (Per Participant)	Rs.3000.00 (plus Service Tax @ 14 %)

SECTION - III

Contents of Particulars of Pre- Qualification cum Technical Bid



National Insurance Company Limited

Head Office

3, Middleton Street, Kolkata 700 071 Phone

Nos.: 2283-1728/39, Fax No.: 2283-1740

3. Minimum Technical Specifications

3.1 Minimum Technical specifications for 2G/3G/4G Data Card

Table 1: 2G/3G/4G Data Card (USB Dongle)			
S.No.	Feature/Parameter	Description	Compliance (Yes/NO)
1	Network Type	2G/3G/4G, GPRS, EDGE, UMTS, HSUPA, HSDPA Data Card	
2	GSM Band	GSM, GPRS, EDGE 850, EDGE 900, EDGE 1800	
3	UMTS Band	WCDMA, HSDPA 2100MHz/1900 MHz, 4G 2600 MHz	
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), 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	5 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	

3.2 Minimum Technical specifications for SIM Card

Table 2: SIM CARD			
S.No.	Feature/Parameter	Description	Compliance (Yes/NO)
1	Network	GSM - 2G/3G/4G	
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.

3.3 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
Head Office
3, Middleton Street, Kolkata 700 071
Phone Nos.: 2283-1728/39, Fax No.: 2283-1740

4. PRICE SCHEDULE

4.1 Monthly Rental per connection including device cost:

TABLE-A				
Sl. No.	Usage	Rate per connection excluding taxes (A1)	Appx. No. of connections (A2)	Total amount (A1) X (A2)
1	10GB		500	
TOTAL AMOUNT FOR 10GB USAGE (A3)				

TABLE-B				
Sl. No.	Usage	Rate per connection excluding taxes (B1)	Appx. No. of connections (B2)	Total amount (B1) X (B2)
1	20GB		500	
TOTAL AMOUNT FOR 20GB USAGE (B3)				

TABLE-C				
Sl. No.	Usage	Rate per connection excluding taxes (C1)	Appx. No. of connections (C2)	Total amount (C1) X (C2)
1	30GB		500	
TOTAL AMOUNT FOR 30GB USAGE (C3)				

TABLE-D		
Sl. No.	USAGE	AMOUNT
1	TOTAL AMOUNT FOR 10GB USAGE (A3)	
2	TOTAL AMOUNT FOR 20GB USAGE (B3)	
3	TOTAL AMOUNT FOR 30GB USAGE (C3)	
GRAND TOTAL (A3) + (B3) + (C3)		

L1 will be decided on the grand total of Table D

4.2 Optional Items:

Monthly Rental per connection (TABLE E)

Sl No	Per GB additional usage charge over	Rate per connection excluding taxes
1	10GB	
2	20GB	
3	30GB	

Device cost (Excluding tax) (TABLE F) (In case of replacement outside the warranty)

Sl No	Type of Device	Cost per device excluding taxes
1		
2		
3		

Monthly Rental per connection (TABLE-G)

Sl. No.	Usage	Rate per connection excluding taxes (G1)	Appx. No. of connections (G2)	Total amount (G1) X (G2)
1	10GB		1000	
2			3000	
TOTAL AMOUNT FOR 10GB USAGE (G3)				

Monthly Rental per connection (TABLE-H)

Sl. No.	Usage	Rate per connection excluding taxes (H1)	Appx. No. of connections (H2)	Total amount (H1) X (H2)
1	20GB		1000	
2			3000	
TOTAL AMOUNT FOR 20GB USAGE (H3)				

Monthly Rental per connection (TABLE-I)

Sl. No.	Usage	Rate per connection excluding taxes (I1)	Appx. No. of connections (I2)	Total amount (I1) X (I2)
1	30GB		1000	
2			3000	
TOTAL AMOUNT FOR 30GB USAGE (I3)				

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



National Insurance Company Limited

Head Office

3, Middleton Street, Kolkata 700 071

Phone Nos.: 2283-1728/39, Fax No.:2283-1740

5.1 Format of Contract

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 3, Middleton Street, Calcutta – 700 071 (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 _____ 2018.

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’:

The Supplier will sell and deliver specified ‘Data Cards’ to the Purchaser at the locations as specified in the Purchase Order. Such ‘Data Cards’ 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’ 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’ 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’:

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

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
3, Middleton Street
Calcutta-700 071

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. dated
..... with you (hereinafter referred to as 'Contract') on your agreeing to furnish to you with our guarantee
in the manner hereinafter contained, we(Bankers Name) located at
.....with registered office at

DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. We , Bank Ltd. having our office located at
do hereby undertake to indemnify National Insurance Company Limited or their heirs, successors or permitted
assigns (hereinafter referred to as NIC) and keep indemnified to the extent of the sum of `
(Rupees) from and against all losses and damages that may be caused
to NIC in relation to the payment to be made by NIC to the 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.

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

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

FOR & ON BEHALF OF

(BANKER'S NAME)

Branch Manager

(Banker's seal)

Address.....

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