

NATIONAL INSURANCE COMPANY LIMITED
Registered and Head Office: 3, Middleton Street, Kolkata – 700 071
Phone No: 2283 1739 Fax No: 2283 1740



TENDER NO: NIC / IT / RFP / PRINT TO POST / RFP / 06 / 2017

TENDER
For
Business Print Solution

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SECTION - I

Copy of Advertisement and Invitation for Bids



National Insurance Company Limited

Important Dates and Information for
NIC/IT/RFP/PRINT_TO_POST/RFP/06/2017

| | | |
|----|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Date of Commencement of Bid | 08.11.2017 |
| 2 | Last Date of Procurement of Bid | 17.11.2017 upto 5:45 PM |
| 3 | Last date and time for receipt of written queries for clarification from bidders | 20.11.2017 upto 5:45 PM |
| 4 | Pre-Bid Meeting | 21.11.2017 at 3:00 PM |
| 5 | Date and Time for publication of clarification, if required | 01.12.2017 |
| 6 | Last Date and Time for Receipt of Bids ** | 15.12.2017 upto 3:00 PM |
| 7 | Date and Time of PQB Opening ** | 15.12.2017 at 4:00 PM Authorized representatives of Bidders are advised to be present during opening of Bids. However, Bids would be opened even in the absence of any or all of the representatives of bidders. |
| 8 | Place of opening of Bids | NIC, HO, IT, 3 Middleton Street, Kolkata. |
| 9 | Address for all communication, including request for clarification, if required | Chief Manager (IT) National Insurance Co. Ltd., Information Technology Department, Head Office, 4 th Floor, 3, Middleton Street, Kolkata - 700 071 Contact Number: 033-22830795 Email: ds.pente@nic.co.in CC: ranadhir.dey@nic.co.in |
| 10 | Earnest Money Deposit | Rs.50 lakhs in the form of Demand Draft payable at Kolkata or Bank Guarantee (BG) in favour of National Insurance Company Limited issued by any Scheduled Commercial Bank. EMD should be enclosed in the Pre-Qualification bid in a separate envelop. A format for BG is attached as per Section VII Appendix-A . The Bank Guarantee should be valid for a period of 5 years. |
| 11 | Bidder Contact Details | 1.Name of the Company 2.Contact Person 3.Mailing address with Pin Code 4.Telephone number and Fax Number 5. Mobile Number 6. e-mail |

Tender Invitation Notice

Tender No: NIC / IT / RFP / PRINT TO POST / RFP / 06 / 2017
for
Business Print Solution

1. National Insurance Company Limited (NIC) is a large PSU General Insurance Company having its Registered & Head Office at Kolkata and with a network of 33 Regional Offices and over 1000 Operating Offices across the country. Through this RFP, NIC intends to utilize Print Hubs (Shared-Services Model) for printing the Business related documentation i.e. variable transactional data from a System Integrator located in India. Scope of the **Business Print Solution** is providing customized Print Hub installation, providing printing and post-printing services, pre&post-print handling, audit, maintenance of the printing facility, document dispatch services including supply of all consumables like paper, ink, toner etc.
2. This document is a request for quotation for a competitive and comprehensive service offering for the requirements listed. NIC is looking forward to a business partner who can work collaboratively with NIC to fulfill the business objectives of NIC in a proactive manner.
3. All the above requirements of Business related documentation i.e. variable transactional data as part of the **Business Print Solution** will form one single tender and the System Integrator should be fully responsible and the Single Point of Contact for all such activities and henceforth will be known as the **BIDDER**.
4. BIDDER is required to quote for all the items tendered for. Failure to quote for any one or more items or not mentioning the prices of each item separately in the Commercial Bid may disqualify the System Integrator.
5. Intending BIDDERS' who satisfy the eligibility criteria laid down hereunder may collect the TENDER DOCUMENT from the Chief Manager, IT Department of the Head Office of National Insurance Company Limited, 3 Middleton Street, Kolkata – 700 071, **during working hours (10 am – 5:45 pm) on working days (Monday to Friday) from 8th November '2017 to 17th November '2017** against payment of a **non refundable Tender Fee of Rs. 10,000/- (Rupees Ten Thousand) only** by way of Demand draft drawn on a Scheduled Bank in favour of the National Insurance Company Limited payable at Kolkata.
6. Intending BIDDERS' who satisfy the eligibility criteria laid down hereunder may also download the TENDER DOCUMENT from the company's website (www.nationalinsuranceindia.com) or TCIL website (www.tcilindia-electronictender.com) between **8th November '2017, 10:00 am onwards to 17th November '2017 upto 5:45 pm** (both days inclusive) but in this case the BIDDER has to submit in a separate envelope superscribed as "Tender Fee" a **non refundable Tender Fee of Rs. 10,000/- (Rupees Ten 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 Bids. Non-furnishing of Tender Fee will disqualify the BIDDER.
7. The filled up Tender form duly sealed and superscribed "**Application for Tender No: NIC / IT / RFP / PRINT_TO_POST / RFP / 06 / 2017 for Business Print Solution**" should be deposited in the Tender box kept at the IT Department in the fourth floor of the Head Office of the Company at 3, Middleton Street, Kolkata – 700071, **on or before 3 pm of 15th December '2017**. The tenders will be opened **at 4.00 pm on 15th December '2017** at the above address.
8. The tender will be in three parts, viz., Pre-Qualification, Technical and Commercial bids. The BIDDERS' who qualify in the Pre-qualification stage will be intimated of their selection and their Technical bids shall be opened at a date and time to be specified later.
9. The short listed BIDDERS' would be required to make a presentation to the Corporate Management Team of NIC/Consultants on the proposed approach covering the various stages of implementation cycle. They may also be required to provide live demonstration of the Services offered in their respective bids. Presentation & Live demo schedule shall be specified later. NIC may prefer to visit any live site of the BIDDER to evaluate the offered Services running effectively at the site.
10. Marks will be provided on the solutions showcased by each of the BIDDERS' with different weightage on different modules/services/hardware. The bids will be evaluated on the overall scores obtained from the markings on the basis of weighted average. Every BIDDER has to obtain a certain minimum marks to be considered for opening of their Commercial Bids.
11. The Commercial bids of those found suitable after evaluation of the Technical Bids along with the presentation made by them will only be opened for identifying the **QCBS (Quality & Cost based Selection) BIDDER**.
12. Each Tender Document must be accompanied with an Earnest Money Deposit (EMD) of value of Rs. 50,00,000/- (Rupees Fifty Lakhs only) by way of Bank Demand Draft, payable at Kolkata or Bank Guarantee from a Scheduled Bank in favour of National Insurance Company Limited. The

Bank Guarantee shall be as per format (Section VII Appendix-A) specified in the Tender Documents. Non-furnishing of EMD will disqualify the BIDDER.

13. The EMD would be returned to the unsuccessful Bidder (without any interest) and on receipt of application, within 90 days of award of Purchase Order to the Successful Bidder. For the successful Bidder, the same would be retained as Security Deposit without any interest till a BG of Rs. 50 Lakhs is received by NIC, in the form of Performance Bank Guarantee (PBG).
14. NIC reserves the right to accept / reject any / all offers without assigning any reason whatsoever. The decision of NIC in selecting the BIDDER would be final and conclusive.

15. MINIMUM ELIGIBILITY CRITERIA:

The following are the conditions, which are to be necessarily fulfilled, to be eligible for technical evaluation of the Bid. Non-compliance of any of criteria will entail summary rejection of the bid offer. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made along with tender. NIC also reserves the right to verify / evaluate the claims made by the vendor independently. Only those interested bidders who satisfy the following eligibility criteria should respond to NIC / IT / RFP / PRINT_TO_POST / RFP / 06 / 2017.

| S.N. | Eligibility Criteria | Documents Required | Bidder Response (To be filled in by Bidders) | Reference Page No. in Response (To be filled in by Bidders) |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------------------|
| 1 | Should be a public / private limited company registered in India. | Certificate of Incorporation | | |
| 2 | The Bidder should have been in existence in the Core Printing Operations for a minimum period of THREE years in India. | Certificate of Incorporation, PO Copy with Contact Details. | | |
| 3 | The BIDDER should have an average annual turnover of Rs. 25 Crores for the last three financial years viz. 2014-15, 2015-16 and 2016-17 from the core printing operations within India only. | Audited Financial statements for the respective financial years and/or Published Balance Sheet | | |
| 4 | The BIDDER should have posted net profit in any 2 (two) of the three years 2014-15, 2015-16 and 2016-17. | Audited Financial statements for the respective financial years and/or Published Balance Sheet | | |
| 5 | The BIDDER shall have valid and up-to-date ISO 9001, ISO 20000 or ISO 27001 certification in all its service locations from where they wishes to provide Business Print Solution to NIC. Incase of Bidder's not having print locations ISO 20000 & ISO 27001 certified, they are required to obtain such certification for the print locations within six months from the date of issue of Work Order. A firm declaration duly certified by the CEO in this respect has to be submitted along with the Bid. | Copy of Certificates | | |

| | | | | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|--|--|
| 6 | Must be capable of handling a monthly volume of at least 2 crore impressions (of variable data printing) of A4 size images from their own facilities on an All India basis out of which at least 20 lakhs impressions (of variable data printing) of A4 size images to be generated monthly from at least one unit. A firm declaration duly certified by the CEO in this respect has to be submitted along with the Bid. Further the bidder should have the capability to print the document in full color variable on the fly. | Self-Declaration letter by Bidder authorized signatory. | | |
| 7 | Should provide with minimum 3 client reference (preferably Public sector undertakings/banks/telecom operators/utility service providers) each with average monthly volume of minimum 20 Lacs A4 size variable data impressions at any particular location for a period of minimum 12 months. | Proper client certification should be submitted with the bid. | | |
| 8 | The BIDDER must have equivalent printing infrastructure (at least four) in different seismic zone and mandatory primary liason office & print facility in Kolkata, to ensure Business continuity. | Self-Declaration letter by Bidder authorized signatory. | | |
| 9 | Bidder should have facility of automated inland letter making inhouse. | Self-Declaration letter by Bidder authorized signatory. | | |
| 10 | Bidder should have necessary Hardware / software for downloading the data from NIC's location through secured mode (using Secure File Transfer Protocol (SFTP)) | Self-Declaration letter by Bidder authorized signatory. | | |
| 11 | Bidder should have the facility of printing of logos, photographs (Color variable data printing, Black & white, shades, watermark etc.), barcode signatures and different Indian languages. | Self-Declaration letter by Bidder authorized signatory. | | |
| 12 | Bidder should have Dedicated / Separate area and personnel for handling the work of variable data printing. | Self-Declaration letter by Bidder authorized signatory. | | |
| 13 | Bidder should have the facility to provide MIS reports related to dispatch & returning of Renewal letters, policies. | Self-Declaration letter by Bidder authorized signatory. | | |
| 14 | The BIDDER should not be blacklisted by any government agency / department at any point of time. A firm declaration duly certified by the CEO in this respect | Self-Declaration letter by Bidder authorized signatory duly certified by the CEO | | |

| | | | | |
|--|-----------------------------------------|--|--|--|
| | has to be submitted along with the Bid. | | | |
|--|-----------------------------------------|--|--|--|

NOTE:

- For detailed information kindly refer to Tender Document.
- The National Insurance Company Ltd. shall not be responsible for non-receipt/non-delivery of the tender documents due to any reasons whatsoever.
- The Bidders should provide certified documents in support of all the points listed in Eligibility Criteria along-with contact reference and contact nos.
- Evaluation criteria for **Business Print Solution** listed out in this Tender and as required by NIC, will be detailed out in the Tender Document.
- (**) In case this is a holiday for NIC, HO, the last date of submission and opening of Bids will be the next working day. The time and venue will remain unaltered.

In case any clarification/change with respect to the terms and conditions are proposed by NIC, the same will be notified in our website: www.nationalinsuranceindia.com which should be construed as notification to the intending Bidders in this Tender.

SECTION - II

Instructions to Bidders



National Insurance Company Limited

Section – II: Instruction to Tenderers

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1 Introduction

1.1 Procedure for Submission of Bids

1.1.1 It is proposed to have a Three Cover System

- a) PQB-Pre-Qualification Bid
- b) Technical Bid
- c) Commercial Bid

1.1.2 Each of the PQB, Technical Bid and Commercial Bid of the Tender should be covered in a separate sealed cover super-scribing the words "PQB", "Technical Bid" and "Commercial Bid" respectively. Please Note that prices should not be indicated in the Technical Bid. Only the Commercial Bid should indicate prices. All the three covers, one cover containing the PQB, one cover containing the Technical Bid, one cover containing the Commercial Bid along with another cover containing the non-refundable Tender fee (as per Section-I Para 6) should be put in single sealed cover and this cover should be clearly marked "**Business Print Solution for Insurance**".

1.1.3 The Single sealed cover, prepared as above, to be super-scribed with Tender Number, Due Date and the words "DO NOT OPEN BEFORE 16.00 hours on 11th December '2017".

1.1.4 The cover thus prepared should also indicate clearly the name and address of the Tenderer to enable the Bid to be returned unopened in case it is declared "Late".

1.1.5 The tender should be a complete document and should be bound as a volume. The document should be page numbered and appropriately flagged and contain the list of contents with page numbers. Different copies must be bound separately. The deficiency in documentation may result in rejection of the Bid.

1.1.6 **As part of the bid, 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).**

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 tax 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**.

1.2 Cost of Tender

1.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the Purchaser. The Purchaser, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

2 The Tender Document

2.1 Contents of the Tender Document

2.1.1 The Scope of Work, Tender procedures and Contract terms are prescribed in the Tender

Document. In addition to Section I - Invitation for Bids, the Tender Document includes:

- a) **Section II - Instructions to Bidders;**
- b) **Section III - General Terms & Conditions of Contract;**
- c) **Section IV – Pre-Qualification Bid;**
- d) **Section V – Scope of Work;**
- e) **Section VI – Technical Bid and Annexure;**
- f) **Section VII - Commercial Bid and Annexure;**
- g) **Section VIII - Proformas**
 - ③ **Proforma for Bid Security Form (Appendix A)**
 - ③ **Proforma for Bank Guarantee for Contract Performance Guarantee Bond (Appendix B)**
 - ③ **Contract Form (Appendix C)**
 - ③ **Non disclosure agreement (Appendix D)**
 - ③ **Integrity Pact (Appendix E)**

2.1.2 **The Tenderer is expected to examine all instructions, forms, terms & conditions, and scope of work in the Tender Document.** Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of the Bid.

2.2 Clarification of Tender Document

2.2.1 The Purchaser will hold a pre-bid meeting on **21st November '2017** at National Insurance Company Ltd., 3, Middleton Street, Kolkata – 700 071, in the presence of the representatives of the Tenderers who choose to attend. The purpose of the meeting will be to clarify issues and to address clarifications sought by the Tenderers in this Tender.

2.2.2 The Tenderer (BIDDER) requiring any clarification of the Tender Document may notify the Purchaser in writing or by email at the Purchaser's mailing address indicated in Section I not later than **20th November '2017**. The queries must be submitted in Microsoft Excel format as follows:

| Sr. No | Section No. | Clause No. | Reference/ Subject | Clarification Sought |
|---------------|--------------------|-------------------|---------------------------|-----------------------------|
| .. | .. | .. | .. | .. |

2.2.3 The Purchaser will respond, to any request for clarification of the Tender Document, received not later than a week after the pre-bid meeting. Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be published in the Tender Section of www.nationalinsuranceindia.com .

2.2.4 Any modifications in the Tender documents, which may become necessary as a result of the pre-bid meeting, shall be made by the Purchaser exclusively through the issue of an Addendum. The decision of the Purchaser on the need for any modification

shall be final.

- 2.2.5 However, it is not binding on the Purchaser to hold a pre-bid meeting or restrict itself to holding only one such meeting. If it feels, that the clarifications sought by the Tenderers do not warrant a pre-bid meeting, it can cancel the meeting and the replies to the Tenderers will be published in the website www.nationalinsuranceindia.com .

2.3 Amendment of Tender Document

- 2.3.1 At any time prior to the last date for receipt of bids, the Purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender Document by an amendment.
- 2.3.2 The amendment will be notified in writing or by fax to all prospective Tenderers who have received the Tender Document and will be binding on them.
- 2.3.3 In order to afford prospective Tenderers reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.
- 2.3.4 Purchaser may at any time during the tendering process request the Tenderer to submit revised Technical / Commercial Bids and/or Supplementary commercial bids without thereby incurring any liability to the affected Tenderer or Tenderers.

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.org>

NIC Contact 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. Vendors/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 Vendors 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 'Vendor 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. 8405802610

[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:

Shri D S Pente, 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)
ds.pente@nic.co.in
(M).8405802610

The envelope shall bear **RFP Number, Due Date and Wordings “DO NOT OPEN BEFORE 11th December, 2017”** and contain the following documents:

- a. *Original copy of the Bid Security.*
- b. *Original copy of the letter of authorization shall be indicated by written power-of-attorney.*
- c. *DD of Rs. 10,000/- drawn in favour of National Insurance Company Limited payable at Kolkata against payment of RFP fee.*
- d. *Passphrase for relevant bid part(i.e. Pre-qualification, 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. Bidencryption 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 Vendor 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. Vendor organization) are requested to carry a Product 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Product 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 %) |

3 Preparation of Bids

3.1 Language of Bids

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

3.2 Documents Comprising the Bids

- 3.2.1 The bid prepared by the Tenderer shall comprise of the following components:

- **Pre-Qualification Bid** -The Pre-Qualification Bid shall comprise of the following:
 - ③ Bidder's particulars
 - ③ Bid Security
 - ③ Quality/Security Certificates and Certificates for Services/Products
 - ③ Service Facilities
 - ③ Financial Results for 3 years
 - ③ Turnover for last 3 years
 - ③ Major Clients along-with volume of services rendered
 - ③ Any other documents asked for in the MINIMUM ELIGIBILITY CRITERIA
- **Technical Bid** -The Technical Bid shall comprise of the following:
 - ③ **A letter certifying the period of validity of Bids for 180 days from the date of opening of Technical bids**
 - ③ **Notarized Power of Attorney** executed by the **Tenderer (BIDDER)** in favour of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender (Refer Section II Clause **3.6**)
 - ③ Undertaking from the **Tenderer (BIDDER)**, confirming his **unconditional acceptance of full responsibility** for executing the 'Scope of Work' and meeting all obligations of this Tender (Refer Section II Clause **6.14.3**)
 - ③ **Non Disclosure Agreement** executed by Bidder (Refer **Section VIII, Appendix D**)
 - ③ **Statement of Undertaking** individually from **OEMs of Print Technology, Post-Print Technology, Consummables** as per format given in **Section VIII, Appendix E**. Tenderers must note that all other OEMs shall be required to submit this undertaking at the time of contract signing.
 - ③ **Section V -Annexe A - Statement of Deviations from Scope of Work**
 - ③ **Section III -Annexe A - Statement of Deviations from Tender Terms and Conditions**
 - ③ **Section VII -Annexe 7.2 – Breakdown of Cost Components without their prices/values : Please note carefully that a blank copy of the commercial bid should be enclosed with the Technical Bid with the price column of the price bid format blanked out. A mark shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Commercial bid. Also note that Annexe 7.2 with the prices/values of commercial components included is also part of the Commercial Bid.**
 - ③ **Section VII -Annexe 7.3 – Statement of Commercial Deviations from Tender Terms & Conditions without their prices/values. Please ensure that no commercial values are indicated in the deviations. If so, please blank out the prices in the deviations. Also note that Annexe 7.3 with the**

prices/values included if any, is also part of the Commercial Bid.

- ③ Section VI Annexe 6.1 – Functional Requirement Specifications
- ③ Section VI Annexe 6.2 – Technical Requirement Specifications
- ③ Section VI Annexe 6.3 – Service Level Agreement

○ **Commercial Bid -The Commercial Bid shall comprise of the following:**

- ③ Section VII - Annexe 7.0 - Commercial Bid
- ③ Section VII - Annexe 7.1 - Commercial Bid Letter
- ③ Section VII - Annexe 7.2 – Breakdown of Cost Components
- ③ Section VII- Annexe 7.3 – Statement of Commercial Deviations from Tender Terms & Conditions

3.2.2 Tenderers should enclose with their bids, full details of all Solutions, Products and Services being offered with relevant documentation, descriptive literature/brochures supplementing the description and highlighting the design principles followed in line with Tender Objective/Requirements and special features. All documentation is required to be in English.

3.3 Bid Prices

3.3.1 The Tenderer shall indicate in the proforma prescribed at Annexe 7.2 of Section VII, the unit rates and total Bid Prices of the goods and services, it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in Bid Documents.

3.3.2 It is mandatory that Unit rates should be indicated in all the Tables as per the proforma prescribed at Annexe 7.2 of Section VII. The unit rates quoted for each item / sub-item in the abovementioned proforma shall be used to calculate charges for 'change orders', if any. Procurement of items under "Change Order" shall not be binding on the Purchaser, and may be exercised by the Purchaser if required, at any time during the contract period.

3.3.3 The prices quoted shall be inclusive of transportation charges and all other expenses including but not limited to those related with the visits of Tenderer's Personnel in connection with the any Services provided by the Tenderer under the scope of this Tender.

3.3.4 Tenderer shall provide the **Systems Integration and Turn-key Solution support including pre-implementation and post-implementation services** in accordance with the requirement of the Tender and within the quoted price. It shall be the responsibility of the Tenderer to fully meet all the requirements of the Tender document and to acquire all the required resources including but not limited to Manpower, Tools, HW and SW to render the services in an efficient and timely manner.

3.4 Firm Prices

3.4.1 Prices quoted must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, on any account whatsoever. The Tenderer shall, therefore, indicate the prices in Annexe **7.2 of Section VII** enclosed with the Bid. The Bid Prices shall be indicated in **Indian Rupees (INR) only**.

3.4.2 The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes & charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/payable should to be indicated separately in Annexe **7.2 of Section VII**. However, should there be a change in the applicable taxes the same would appropriately be adjusted by both sides as and when applicable.

3.4.3 Purchaser reserves the right to review and negotiate the service and maintenance charges payable at the beginning of the each year or at any time at the request of Purchaser which ever is earlier to incorporate downward revisions as applicable and necessary.

3.5 Discount

- 3.5.1 The Tenderers are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the Purchaser shall avail such discount at the time of award of contract.

3.6 Tenderer Qualification

- 3.6.1 The "Tenderer" as used in the tender documents shall mean the one who has signed the Tender Form. The Tenderer may be either the Principal Officer or his duly Authorized Representative, in which case he shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the representative and the principal.
- 3.6.2 It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he signs as:
- ③ Constituted attorney of the firm, if it is a company
- 3.6.3 The Tenderer shall sign its bid with the exact name to whom the contract is to be issued. The bid should be duly signed and sealed by an Executive Officer of the Tenderer's Organization. Each bid shall be signed by a duly authorized officer and in the case of a Corporation, the same should be sealed with the corporation appropriately executed under seal.
- 3.6.4 The Tenderer should clearly indicate its legal constitution and the person signing the bid shall clearly indicate his capacity and also the source of his ability to bind the Tenderer.
- 3.6.5 The power of authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Tenderer shall be annexed to the Bid. Purchaser may reject outright, any bid not supported with adequate proof of the signatory's authority.
- 3.6.6 Each page of the bid should be stamped and signed by appropriate authority.

3.7 Bid Security

- 3.7.1 The Tenderer shall furnish, as part of its bid, a bid security (EMD) of the amount mentioned in Clause **12 of Section I**.
- 3.7.2 The bid security is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to Clause **3.7.7**.
- 3.7.3 The bid security shall be denominated in Indian Rupees, by way of Bank Demand Draft payable at Kolkata or shall be in the form of a bank guarantee issued by a Nationalised / Scheduled Bank, in the proforma provided at **Appendix A of Section VIII in the Tender Document** and shall be valid for 45 days beyond the validity of the Bid.
- 3.7.4 Prime Tenderers who are Government departments and Central Public Sector Undertakings are exempted from furnishing of bid security.
- 3.7.5 Unsuccessful Tenderer's bid security will be discharged/ returned after award of contract to the successful Tenderer. No interest will be paid by the purchaser on the Bid security amount.
- 3.7.6 The successful Tenderer's bid security will be discharged upon the Tenderer executing the Contract, pursuant to Clause **6.10** and furnishing the performance security, pursuant to Clause **6.11**. No interest will be paid by the purchaser on the Bid security amount.

3.7.7 The bid security may be forfeited:

- ③ if a Tenderer withdraws its bid during the period of bid validity specified by the Tenderer in the Bid; or
- ③ in the case of a successful Tenderer, if the Tenderer fails:
 - to sign the Contract in accordance with Clause **6.10**; or
 - to furnish performance security in accordance with Clause **6.11**.

3.8 Period of Validity of Bids

3.8.1 Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by the Purchaser.

3.8.2 The Purchaser may request the Tenderer(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The validity of bid security provided under Clause **3.7** shall also be suitably extended.

3.9 Format and Signing of Bid

3.9.1 The bid shall be typed or written in indelible ink. The bid shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the Contract in accordance with Clause **3.6**. All pages of the bid, except for unamended printed literature, shall be initialed and stamped by the person or persons signing the bid.

3.9.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the bid.

3.9.3 The Tenderer shall duly sign and seal its bid with the exact name of the firm/company to whom the contract is to be issued.

3.9.4 If the outer cover of the bid is not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

3.9.5 The bid should be organized with proper ordering, references and section markers.

3.10 Revelation of Prices

3.10.1 Prices in any form or by any reason before opening the Commercial Bid should not be revealed. If price change is envisaged due to any clarification, revised Bid in a separate sealed cover shall be submitted with prior written permission of the Purchaser.

3.11 Terms and Conditions of Tenderers

3.11.1 Printed terms and conditions (General Conditions) of the Tenderers will not be considered as forming part of their Bids. In case terms and conditions of the contract applicable to this Invitation of Tender are not acceptable to any Tenderer or Tenderer has made certain assumptions, he should clearly specify deviations, assumptions in his Technical Bid as per Annexe A of Section III.

3.11.2 Similarly in case the System and Services being offered has deviations from the requirements/specifications laid down in this Tender or Tenderer has made specific assumptions, the Tenderer shall describe in what respects and to what extent the System and Services being offered differ/deviate from the requirements/specifications, even though the deviations may not be very material. Tenderer must state categorically whether or not his offer conforms to tender requirements / specifications and indicate deviations, assumptions, if any, in his Technical Bid as per Annexe A of Section V.

3.12 Local Conditions

- 3.12.1 The Tenderer is expected to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Tenderer's own cost.
- 3.12.2 Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for designing an optimal solution before entering into contract will in no way relieve the successful Tenderer from performing any work in accordance with the Tender documents, as a services contract.
- 3.12.3 It will be imperative for each Tenderer to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents.
- 3.12.4 It is the responsibility of the Tenderer that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Purchaser and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Purchaser on account of failure of the Tenderer to appraise themselves of local laws and conditions.

3.13 Headings

- 3.13.1 The headings of conditions hereto shall not affect the construction thereof.

4 Submission of Bids

4.1 Sealing and Marking of Bids

- 4.1.1 The Tenderers shall seal and mark the Bid strictly in accordance with *Clause 1* of this Section.
- 4.1.2 If the outer cover of the bid is not sealed and marked as required by *Clause 1.1* of this section, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

4.2 Last Date for Receipt of Bids

- 4.2.1 Bids must be received by the Purchaser at the address specified under Section I not later than the time and date specified in Section I. In the event of the specified date for the receipt of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.
- 4.2.2 The Purchaser may, at its discretion, extend the last date for the receipt of bids by amending the Tender Document accordingly, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the last date will thereafter be subject to the last date as extended.

4.3 Late Bids

- 4.3.1 Any bid received by the Purchaser after the last date for receipt of bids prescribed by the Purchaser, pursuant to Section I, will be rejected and/or returned unopened to the Tenderer.

4.4 Modifications and Withdrawal of Bids

- 4.4.1 The Tenderer may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the last date prescribed for receipt of bids.
- 4.4.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked

and dispatched in accordance with the provisions of Clause 1 of this Section. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of bids.

4.4.3 No bid may be modified subsequent to the last date for receipt of bids.

4.4.4 No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Tenderer in the Bid. Withdrawal of a bid during this interval may result in the Tenderer's forfeiture of its bid security.

4.5 Address for Correspondence

4.5.1 The Tenderer shall designate the official mailing address, place and fax number to which all correspondence shall be sent by the Purchaser.

4.6 Opening of Bids by Purchaser

4.6.1 The Purchaser will open the Bids, in the presence of the representatives of the Tenderers who choose to attend, at the time and date, as mentioned in Section I of this Tender.

4.6.2 The Tenderers' names, modifications, bid withdrawals and the presence or absence of the requisite Bid Security and such other details, as the Purchaser, at its discretion, may consider appropriate will be announced at the bid opening.

4.6.3 The Purchaser will prepare minutes of the bid opening.

4.7 Clarifications

4.7.1 When deemed necessary, the Purchaser may seek clarifications on any aspect from the tenderer. However, that would not entitle the Tenderer to change or cause any change in the substance of the tender submitted or price quoted.

4.8 Preliminary Examination

4.8.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

4.8.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Tenderer does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

4.8.3 A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

4.8.4 The Purchaser may waive any minor informality or nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.

4.9 Contacting the Purchaser

4.9.1 No Tenderer shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

4.9.2 Any effort by a Tenderer to influence the Purchaser's bid evaluation, bid comparison

or contract award decisions may result in the rejection of the Tenderer's bid.

5 Selection Process

5.1 Evaluation Committee

The Committee constituted by NIC shall evaluate the proposals submitted by BIDDERS. This committee may share the proposals with consultants retained by NIC for the sole purpose of evaluating the proposals. The decision of this Committee in the evaluation of the Technical and Commercial proposals shall be final.

The information furnished by BIDDERS in their proposal shall be the basis for their evaluation. In case any of the information is not made available, the Committee will assign zero marks to that item. The Technical evaluation will be carried out prior to opening of any Commercial proposal.

5.2 Product Demonstrations

The BIDDER will have to arrange the presentation and service demonstrations of the proposed Business Print solution. If the same services/hardware/application is proposed by two or more BIDDERS, NIC will directly co-ordinate with the OEM to arrange the presentation/product/service demo in order to evaluate the solution. All BIDDERS should be prepared to adjust their Tender response if required, in writing, based on the information exchanged during the demonstrations within 5 business days of the demonstration.

5.3 Site Visits

The members of the evaluation committee would inform the BIDDER and visit any of the BIDDER's headquarters / development / support center to observe systems. All BIDDERS shall provide a list of similar client references that are open to hosting a site visit and arrange the actual site visit within 5 business days of a request from NIC.

6 Award of Contract

6.1 Evaluation of Technical Bids

6.1.1 In this part, the technical bid will be reviewed for determining the **technical capability** of the Tenderer for the Project and to **ascertain Compliance of the Technical bids** with the Tender terms and conditions, technical requirements and scope of work as defined in this tender.

6.1.2 Based on the '**Broad Evaluation Parameters**' and '**Evaluation Parameters**' as tabulated in **Section VI Annexe – 6.1**, points shall be awarded and **Total Technical Score (TS)** computed for each bid.

6.1.3 Tenderers shall note that inputs for the above evaluation shall be derived from the respective responses to the Tender document as specified in various sections of the Tender document, as applicable.

6.2 Opening of Commercial Bids

6.2.1 The Purchaser will open the Commercial Bids of only Technically Qualified Tenderers, in the presence of the representatives of the Tenderers who choose to attend, at the time, date and place, as decided by the Purchaser.

6.3 Evaluation of Commercial Bids

6.3.1 The commercial bids shall be evaluated by the Purchaser for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between

words and figures, the amount in words will prevail.

6.3.2 The overall bid price, computed as above, shall be used by the Purchaser for the purpose of commercial evaluation of bids.

6.3.3 Based on the evaluation criteria mentioned in the following Clause a commercial score shall be assigned to each bid.

6.4 Evaluation Criteria and identification of Best Evaluated Bid

6.4.1 Evaluation criteria proposed to be adopted will be **Quality cum Cost Based System (QCBS)** where **Technical Bid Score will get a weightage of 100 and Commercial Bid Score will get a weightage of 100.**

Only the Bidders who qualifies in the technical selection round will be considered for commercial evaluation. The total cost of Business Print Solution would be calculated as shown in the table below –

| Printing Services at Document Printing Hub | | | | | | | | | | | | | |
|--------------------------------------------|----------------------------------------------------|-------------------------------------------------------------------------------------------------------|-----------|------------------|----------------|--------|----------------|--------|----------------|--------|----------------|--------|----------------|
| Sl. No | Services Type | Services Description | Unit | Toal Cost in INR | | | | | | | | | |
| | | | | Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |
| | | | | Cost | Applicable Tax | Cost | Applicable Tax | Cost | Applicable Tax | Cost | Applicable Tax | Cost | Applicable Tax |
| 1 | Variable Data Printing – A4 Size (excluding Paper) | | | | | | | | | | | | |
| A | | Digital B/W (Back to Back Laser Printing) | Per Sheet | | | | | | | | | | |
| B | | Digital Full Colour (Back to Back Laser or Inkjet Printing) | Per Sheet | | | | | | | | | | |
| 2 | Paper / Stationary of A4 size | | | | | | | | | | | | |
| A | | Paper for Printing – 75 GSM, with NIC logo and other content (4 color front side / 4 color back side) | Each | | | | | | | | | | |
| B | | Paper for Printing – 170 GSM, with NIC logo and other content (4 color front side only) | Each | | | | | | | | | | |

| | | | | | | | | | | | | | | |
|---|----------------------------------|----------------------------------------------------------------------------------------------------------|---------------|--|--|--|--|--|--|--|--|--|--|--|
| C | | Plain Paper - 75 GSM | Each | | | | | | | | | | | |
| 3 | Self Mailer or Fabrication | | | | | | | | | | | | | |
| A | | Inland Letter Fabrication (Folding, Gumming) with good Quality perforation for non-policy communications | Each Document | | | | | | | | | | | |
| B | | Booklet making with cover and Inserting into Envelopes for policy communications | Each Booklet | | | | | | | | | | | |
| 4 | Envelope | | | | | | | | | | | | | |
| A | | C5 SIZE (162mm x 229mm) Envelope on 80gsm paper with Window – with 4 colour preprinting | Each Envelope | | | | | | | | | | | |
| 5 | Dispatch Services ** | | | | | | | | | | | | | |
| A | | Franking Charge (Through approved postal licenced high speed digital machines) | Each Document | | | | | | | | | | | |
| B | | Postage Charge (Inland Letter) | Each Document | | | | | | | | | | | |
| 6 | Software and IT support services | | | | | | | | | | | | | |
| A | | Data merged personalised EMAIL notification with personalised PDF attached | Each Email | | | | | | | | | | | |
| B | | Generation of PDF files | Each PDF | | | | | | | | | | | |

| | | | | | | | | | | | | | |
|--------------|--|------------------------------------------------------------------------------------------|--------------------|--|--|--|--|--|--|--|--|--|--|
| C | | Software development and ongoing change requests for policy or non-policy communications | Lump sum per month | | | | | | | | | | |
| D | | Personalised SMS notification through white listed gateway | Each SMS | | | | | | | | | | |
| E | | Interactive HTML5 communications creation and electronic delivery | Each Document | | | | | | | | | | |
| Total | | | | | | | | | | | | | |

* Bidders need to mention the Applicable Tax Type

** If Department of Posts any other dispatch product is used in future – the bidder must assume that the same will be paid on actual applicable rate of the department of posts.

The Total Outgo will be computed as the Net Present Value of the sum total of all payments to be made over the duration of 5(five) years. The NPV will be calculated for future payments at an interest rate of 9%.

The overall commercial score of the SIs will be normalized. The Commercial bid will be assigned a score of 100 and the commercial bids of the other SIs will be scored as given below –

New Commercial Score of the SI = (Lowest Commercial Bid * 100)/(Commercial Bid of the SI)

The final score of the SIs selected in the technical evaluation would be calculated as shown below –

Final Score = TS + CS (TS – Technical Score, CS – Commercial Score)

6.5 Post Qualification and Award Criteria

6.5.1 The Purchaser will determine to its satisfaction whether the Tenderer selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the Contract.

6.5.2 This determination will take into account the Tenderer's financial, technical, implementation and post-implementation strengths and capabilities. It will also include examination of the documentary evidence submitted by the Tenderer as part of the bid, site visit results as well as such other information as the Purchaser deems necessary and appropriate. The evaluation process to be adopted will be at the sole discretion of the Purchaser and the Purchaser is not liable to disclose the evaluation report/ reasonings etc to the Tenderers.

6.5.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer.

A negative determination will result in rejection of the Tenderer's bid, in which event, the Purchaser will proceed to the **next best evaluated bid** to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

6.5.4 The Purchaser will award the Contract to the successful Tenderer whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid as per the evaluation criteria defined under this Tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

6.6 Right to accept/reject

6.6.1 The Purchaser is not bound to accept the best evaluated bid or any bid and reserves the right to accept any bid, wholly or in part.

6.7 Purchaser's Right to Vary Scope of Contract at the time of Award

6.7.1 The Purchaser may at any time, by a written order given to the Tenderer, make changes within the quantities, specifications, services or scope of the Contract as specified.

6.7.2 If any such change causes an increase or decrease in the cost of, or the time required for the Tenderer's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Tenderer for adjustment under this Clause must be asserted within thirty (30) days from the date of the Tenderer's receipt of the Purchaser's changed order.

6.8 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

6.8.1 The Purchaser reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Purchaser's action.

6.8.2 The Purchaser reserves the right to negotiate the commercials with the selected Tenderer and seek revised commercial bid.

6.9 Notification of Award

6.9.1 Prior to the expiration of the period of bid validity, **pursuant to Clause 3.8**, the Purchaser will notify the successful Tenderer in writing in the form of Letter of Acceptance (LoA) by registered letter or by fax, to be confirmed in writing by registered letter, that its bid has been accepted.

6.9.2 The notification of award will constitute the formation of the Contract.

6.9.3 Upon the successful Tenderer's furnishing of performance security pursuant to Clause **6.11**, the Purchaser may notify each unsuccessful Tenderer and will discharge its bid security, pursuant to Clause **3.7**.

6.10 Signing of Contract and Issuance of Purchase Order

6.10.1 At the same time as the Purchaser notifies the successful Tenderer that its bid has been accepted, the Purchaser will send the Tenderer the Contract Form (**Appendix C of Section VIII**) provided in the Tender Document, incorporating all agreements between the parties.

6.10.2 Within 15 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

6.10.3 If the successful Tenderer to whom LoA has been issued fails to fulfill the contract requirements or fails to accept the terms of contract and/or furnish Bank Guarantee within 21 days of issuance of LoA, then the Purchaser reserves the right to terminate the contract and enter into negotiation with the Tenderer ranked second on the

basis of evaluation criteria for placing order. The Purchaser may select the next most responsive Tenderer ranked on the basis of evaluation criteria if negotiation with the Tenderer of choice to result in an agreement within a specified time frame.

- 6.10.4 Under the Contract, the Purchaser will release Purchase Orders for components (in whole or in part) under Scope of Work (**Section V Clause 5.1**) separately. The quantity of these components may vary in the Purchase Order based on the actual requirements of the Purchaser at the time of issuing the Purchase Order.
- 6.10.5 It is not binding on the Purchaser to purchase all components under the Scope of Work (**Section V Clause 5.1**)

6.11 Performance Security

- 6.11.1 Within 15 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at **Appendix B of Section VIII**.
- 6.11.2 Failure of the successful Tenderer to comply with the requirement of **Clause 6.10 or Clause 6.11** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may award the Contract to the next best evaluated Tenderer or call for new bids.

6.12 Confidentiality of the Document

- 6.12.1 This Tender Document is confidential and the Tenderer shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever.

6.13 Tenderer related conditions

- 6.13.1 The Tenderer shall prepare the bid based on details provided in the Tender documents. It must be clearly understood that the quantities, specifications and diagrams that are included in the Tender document are intended to give the Tenderer an idea about the scope and magnitude of the work and are not in any way exhaustive and guaranteed by Purchaser.
- 6.13.2 The Tenderer is expected to ensure that the solution proposed by him meets the conceptual design, performance requirements and other Tender requirements. Performing of any activity required to design an optimal solution shall be at Tenderer's own cost.
- 6.13.3 Tenderer shall carry out the sizing of the solution based on **Pre-Assessment exercise (study the volume of printing work – Renewal Notice Printing capacity is mentioned in Scope of Work)** conducted by him and also internal assessment and analysis, which may include the use of modeling techniques wherever necessary.
- 6.13.4 Tenderer must propose a solution best suited to meet the requirements of the Purchaser. If, during the sizing of the solution, any upward revisions of the specifications and/or quantity as given in this tender document, are required to be made to meet the conceptual design and/or requirements of Tender, all such changes shall be included in the technical proposal and their commercial impact, thereof, included in the commercial bid.
- 6.13.5 If, during the sizing of the solution, any additional product that is not listed in the Tender document is required to be included to meet the conceptual design, performance requirements and other requirements of Tender, all such product(s) should be included by the Tenderer in the technical proposal and their commercial impact, thereof, included in the commercial bid.
- 6.13.6 The Purchaser will in no case be responsible or liable for any costs associated with the design/sizing of the proposed solution, regardless of the conduct or outcome of the

Tendering process.

- 6.13.7 If at any stage during the currency of the contract, the solution proposed does not meet the conceptual design, performance requirements/SLA, and other requirements of Tender, the Tenderer shall revise the required specifications and/or quantities as proposed by the Tenderer in his bid in order to meet the said objectives/targets. All such provisions shall be made by the Tenderer within the lump sum contract price, at no extra cost to the Purchaser and without any impact to the Purchaser whatsoever.

6.14 Rejection Criteria

- 6.14.1 Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

6.14.2 General Rejection Criteria

- ③ Bids submitted without or improper Bid Security
- ③ Bids received through Telex /Telegraphic / Fax/E.Mail
- ③ Bids which do not confirm unconditional validity of the bid as prescribed in the Tender
- ③ If the information provided by the Tenderer is found to be incorrect / misleading at any stage / time during the Tendering Process
- ③ Any effort on the part of a Tenderer to influence the Purchaser's bid evaluation, bid comparison or contract award decisions
- ③ Bids received by the Purchaser after the last date for receipt of bids prescribed by the Purchaser, pursuant to relevant Clauses **of Section I**
- ③ Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Tenderer.

6.14.3 Technical Rejection Criteria

- ③ Technical Bid containing commercial details.
- ③ Revelation of Prices in any form or by any reason before opening the Commercial Bid
- ③ Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- ③ Tenderers not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Tenderer.
- ③ If the bid does not conform to the timelines indicated in the bid.

6.14.4 Commercial Rejection Criteria

- ③ Incomplete Price Bid
- ③ Price Bids that do not conform to the Tender's price bid format.
- ③ Total lump sum price quoted by the Tenderer does not include all statutory taxes and levies applicable.
- ③ If there is an arithmetic discrepancy in the commercial bid calculations the purchaser shall rectify the same. If the Tenderer does not accept the correction of the errors, its bid may be rejected.

SECTION - III

General Terms & Conditions



National Insurance Company Limited

Section – III: General Conditions of the Contract

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1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

- i. **“NIC”** means National Insurance Company Limited which also includes the offices of the National Insurance Company Limited across India.
- ii. **“Tender/RFP”** means this Tender document issued to the BIDDER / Tenderer for providing a services towards Business Print Solution
- iii. **“The Purchaser”** means National Insurance Company Limited.
- iv. **“Contractor”** means any person / persons / firm / company etc. to whom work has been awarded and whose bid has been accepted by Purchaser and shall include its authorized representatives, successors and permitted assignees.
- v. **“CEO”** means Chief Executive Officer or person holding equivalent authority
- vi. **“Purchase Officer”** means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
- vii. **“Purchaser’s Representative/Project Coordinator”** means the person or the persons appointed by the Purchaser from time to time to act on its behalf for overall co-ordination, supervision and project management.
- viii. The **“Bidder / BIDDER / SI / Tenderer”** means the Systems Integrator who is responding to this Tender for providing a **services towards Business Print Solution (including but not limited to supply, installation, customization, commissioning, operation, providing printing and post-printing services, handling, audit, maintenance of the printing facility, document dispatch service including supply of all consumables like paper, ink, during the contract period)** as per requirements and terms and conditions specified in this RFP/ tender/ contract and shall be deemed to include the SI's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
- ix. **“Print Technology OEM”** means the **Original Equipment Manufacturer of the Printing Hardware.**
- x. **“OEM”** means the **Original Equipment Manufacturer of any equipment / system / software / product / consumables** who is providing such goods to the Purchaser under the scope of this Tender / Contract.
- xi. **“Bidder’s Team”** means the successful Tenderer along with all of its OEMs, who have to provide goods & services to the Purchaser under the scope of this Tender / Contract. This definition shall also include any and/or all of the employees of the authorized serviceproviders / partners / agents and representatives or other personnel employed or engaged either directly or indirectly by the Bidder for the purposes of this Tender / Contract.
- xii. **“Bidder’s Representative/Project Coordinator”** means the person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and project management.

- xiii. **“Parties”** means the Purchaser, the Bidder and the Print Technology OEM and **“Party”** means either of the Parties.
- xiv. **“Contract”** means the Agreement entered into between the BIDDER and Print Technology OEM together with the **Purchaser** as recorded in the Contract form signed by the Purchaser and the Bidder and the Print Technology OEM including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
- xv. **“Acceptance of Tender”** means the letter/fax or any memorandum communicating to the Tenderer the acceptance of his tender and includes an advance acceptance of his tender.
- xvi. **“Business Day”** means any day that is not a Saturday, Sunday or a public holiday (as per the official holidays observed by NIC);
- xvii. **“Confidential Information”** means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any client of NIC, or any other person who is covered within the ambit of any tax legislation including any such information that may come to the knowledge of the Parties hereto / tenderer’s Team by virtue of this Contract that:
 - a. is by its nature confidential or by the circumstances in which it is disclosed confidential; or
 - b. is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract;
- xviii. **“Commissioning”** means setting up the Print Hubs and successful pilot run as per NIC requirements.
- xix. **“Document”** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche.
- xx. **“Effective Date”** means the date on which this Contract is signed and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date;
- xxi. **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights;
- xxii. **“NIC Location”** means subordinate offices, sites for carrying out business of National Insurance Company Limited located across India.
- xxiii. **“Kick off Meeting”** means a meeting convened by the Purchaser to discuss and finalize the work execution plan and procedures with Contractor.
- xxiv. **“Service”** means services to be provided as per the requirements specified in **Section V** of this tender document and any other incidental services, such as installation, implementation,

maintenance, provision of technical assistance and other such obligations of the Tenderer covered under the Contract;

- xxv. **“Service Specification”** means and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract as well as those specifications relating to Industry standards and codes applicable to the performance of the work, work performance quality and the specifications affecting the works or any additional specification required to be produced by the Contractor to meet the design criteria.
- xxvi. **“Site(s)”** means the place in which the operations/services are to be carried out or places approved by the Purchaser for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the Site. Site(s) also means means the location(s) where the Print Hub(s) is/are located and from which Service towards BUSINESS Print Solution is/are being provided;
- xxvii. **“Sub-Contractor”** means any person or persons or firm or their legal representatives, successors, assignees to which part of contract has been subletted by the Contractor after necessary consent of Purchaser.
- xxviii. **“The Contract Price”** means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
- xxix. **“Service”** means implementation of all Hardware and Software, testing, maintenance, providing print and post-print services including pre&post-print handling, audit and MIS to the purchaser and such obligations of the BIDDER covered under the contract
- xxx. **“Goods”** means all application and system software, hardware and network components, materials used/supplied by the Tenderer to the Purchaser under this contract

2 Interpretation

- 2.1. In this Contract unless a contrary intention is evident:
 - i. the clause headings are for convenient reference only and do not form part of this Contract;
 - ii. unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
 - iii. unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
 - iv. a word in the singular includes the plural and a word in the plural includes the singular;
 - v. a word importing a gender includes any other gender;
 - vi. a reference to a person includes a partnership and a body corporate;
 - vii. a reference to legislation includes legislation repealing, replacing or amending that legislation;
 - viii. where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
 - ix. in the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

3 Conditions Precedent

- 3.1. This Contract is subject to the fulfillment of the following conditions precedent by the Bidder.
 - i. Furnishing by the Bidder, an unconditional, irrevocable and continuing Bank Guarantee of the sum of Rs. 50 Lakhs, in a form and manner acceptable to the

Purchaser which would remain valid until such time and be renewable as may be stipulated by the Purchaser.

- ii. Execution of a Deed of Indemnity in terms of Clause 17 of this Contract
- iii. Obtaining of all statutory and other approvals required for the performance of the Services under this Contract. This may include approvals/clearances, wherever applicable, that may be required for execution of this contract e.g. Clearances from Government authorities for importing equipment, exemption of Tax/Duties/Levies, work permits/clearances for Bidder / SI's team, etc.
- iv. Where the Bidder is a subsidiary of a company or a member of a group of companies or is a joint venture company or is special purpose vehicle (SPV) [formed to execute the obligations under this Contract] and where the Purchaser may specify (on account of the Bidder's failure to fulfill all selection criteria specified in the Tender), the parent or flagship company/ majority shareholder of such Bidder having furnished an unconditional, irrevocable and continuing guarantee of an amount equivalent to bid security on behalf of the Bidder in a form and manner acceptable to the Purchaser which would remain valid until such time, beyond the term of the Contract, as may be stipulated by the Purchaser
- v. Furnishing of such other documents as the Purchaser may specify

The Purchaser reserves the right to waive any or all of the conditions specified in 3.1 above in writing and no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have.

4 Scope of work / Contract

- 4.1. Scope of the Contract shall be as defined in **Section V** and Annexes thereto of this tender.
- 4.2. Purchaser has engaged the SI for outsourcing the Business related documentation i.e. variable data-transactional data as well as standard documents printing and handling. Scope of the **Business Print Solution** is for supply, installation, customization, commissioning, operation, providing printing and post-printing services, pre&post-print handling, audit, maintenance of the printing facility, document dispatch service including supply of all consumables like paper, ink, envelope etc. as specified in Section V and Annexure thereto for NIC using which the Purchaser intends to perform its business operations. The Bidder is required to provide such goods, services and support as the Purchaser may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the Tender and this Contract and are deemed necessary by the Purchaser, in order to meet its business requirements (hereinafter 'scope of work').

5 Key Performance Measurements

- 5.1. Unless specified by the Purchaser to the contrary, the SI shall deliver the goods, perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down under **Annexe 6.3 of Section VI**.
- 5.2. If the Contract / Service Specification include more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
- 5.3. The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the scope of work.

6 Commencement and progress

- 6.1. The Bidder shall subject to the fulfillment of the conditions precedent set out in **Clause 3**

above, commence the performance of its obligations in a manner as specified in the Scope of Work and Service Specifications.

- 6.2. The Bidder shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- 6.3. The Bidder shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and Service Specifications and that the SI's Team complies with such Specifications and all other standards, terms and other stipulations/conditions set out hereunder.
- 6.4. The Bidder shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The SI shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third parties.
- 6.5. The Services provided under this Contract shall conform to the standards mentioned in the Scope of Work, Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution. Delivery of the Services shall be made by the Bidder in accordance with the terms specified by the Purchaser in its Notification of Award / Purchase Order.
- 6.6. The Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution. Delivery of the services shall be made by the Bidder in accordance with the terms specified by the Purchaser in its Notification of Award / Purchase Order.

7 Bidder's obligations

- 7.1. The Bidder's obligations shall include implementation of Business Print Solution as specified by the Purchaser in the Scope of Work and other sections of the Tender and Contract and changes thereof to enable the Purchaser to meet the objectives and operational requirements. It will be the Bidder's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender and this Contract.
- 7.2. The Bidder shall be responsible to the Purchaser for meeting all obligations for executing the 'Scope of Work' and meeting all obligations of this tender. The Bidder shall also be the sole point of contact for all matters relating to this Tender and Contract thereof.
- 7.4. The Bidder shall ensure that the Bidder's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the Services are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with

the Purchaser's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Purchaser and the Bidder shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.

- 7.5. The Bidder shall arrange at respective Sites , at no extra cost to the Purchaser, desktops, printers, stationary, tools, equipment, etc. that may be required by his team during the contract period for performance of Services under this contract.
- 7.7. The Bidder's Representative(s) shall have all the power requisite for the execution of scope of work and performance of services under this contract. The Bidder's Representative(s) shall liaise with the Purchaser's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full co-operation to Purchaser's representative in the manner required by them for supervision/ inspection/ observation of the equipment/goods/services material, procedures, performance, progress, reports and records pertaining to the works. He shall also have complete charge of the Bidder's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. He shall also cooperate with the other Service Providers/ Vendors of the Purchaser working at the NIC Locations. Such Bidder's representative(s) shall be available to the Purchaser's Representative at respective NIC locations during the execution.of works.
- 7.8. The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Purchaser in order to resolve issues and oversee implementation of the same. The SI shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.

7.9. Reporting Progress

- ③ Bidder shall monitor progress of all the activities related to the execution of this contract and shall submit to the Purchaser, at no extra cost, **progress reports** with reference to all related work, milestones and their progress during the implementation phase on a **weekly basis**. Bidder should also provide a dashboard view of the progress of the project.
- ③ Post implementation, the Bidder shall submit to the Purchaser, **MIS reports** as an ongoing basis.
- ③ Formats for all abovementioned reports and their dissemination mechanism shall be discussed and finalized prior to initiation of the Project. The Purchaser on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.
- ③ Periodic meetings shall be held between the representatives of the Purchaser and the Bidder once in every 15 days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held as an ongoing basis, once in every 30 days to discuss the performance of the contract.
- ③ Bidder shall ensure that the respective solution teams involved in the execution of work are part of such meetings.
- ③ A high level **Steering Committee** involving representatives of the Purchaser and senior officials of the Bidder (including the Managing Director, Country Head and Operational Head) shall be formed for the purpose of this contract. This committee shall meet at

intervals, as decided by the Purchaser later, to oversee the progress of the project.

- ③ All the goods, services and manpower to be provided / deployed by the Bidder under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of Purchaser's representative in accordance with the Contract.
- ③ The Purchaser reserves the right to inspect and monitor/assess the progress/performance of the work / services at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Bidder shall provide documents, data, material or any other information which the Purchaser may require, to enable it to assess the progress/performance of the work / service.
- ③ At any time during the course of the Contract, the Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all Documents and other details as may be required by them for this purpose. Such audit shall not include Bidder's books of accounts.
- ③ Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Tender requirements/ standards, the Purchaser's representative shall so notify the Bidder in writing. The Bidder shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to Tender requirements. The Bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Purchaser or Purchaser's representative that the actual progress of work does not conform to the approved programme the Bidder shall produce at the request of the Purchaser's representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements
- ③ The submission seeking approval by the Purchaser or Purchaser's representative of such programme shall not relieve the Bidder of any of his duties or responsibilities under the Contract.
- ③ In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, Bidder shall deploy extra manpower/ resources to make up the progress or to meet the Tender requirements. Programme for deployment of extra man power/ resources will be submitted to the Purchaser for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the Bidder within the contract value.

7.10 Programme of Work

- ③ Within 7 calendar days after the release of Purchase Order under this Contract or prior to initiation of the Project whichever is earlier, the Bidder shall submit to the Purchaser for its approval a detailed programme showing the sequence, procedure and method in which he proposes to carry out the works as stipulated under Section V – Scope of work and shall, whenever reasonably required by the Purchaser's Representative furnish in writing the arrangements and methods proposed to be made for carrying out the works. The programme so submitted by the Bidder shall conform to the requirements and timelines

specified in the Contract. The Purchaser and the Bidder shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the Bidder intends to deploy and shall be clearly specified. Approval by the Purchaser's Representative of a programme shall not relieve the Bidder of any of his duties or responsibilities under the Contract.

- ③ However, if the Bidder's work plans necessitate a disruption/ shutdown in Purchaser's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of the SI to develop/adhere such a work plan shall be to his account.

7.11 Bidder's Organisation

- ③ The Bidder shall supply to the Purchaser for its approval, within 7 calendar days after the release of Purchase Order under this Contract or prior to the initiation of the project whichever is earlier, an organization chart showing the proposed organization/manpower to be established by the SI for execution of the work including the identities and Curriculum-Vitae of the key personnel to be deployed.
- ③ The Bidder should to the best of his efforts, avoid any change in the organization structure proposed for execution of this contract or replacement of any manpower resource appointed at the Site, . If the same is however unavoidable, due to circumstances such as the resource leaving the Bidder's organisation, Bidder shall promptly inform the Purchaser in writing, and the same shall require subsequent approval by the Purchaser.
- ③ In case of replacement of any manpower resource, the Bidder should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource in order to maintain the continued level of service.
- ③ The Bidder shall provide at the respective sites necessary supervision during the execution of work and as long thereafter as the Purchaser may consider necessary for the proper fulfillment of the Bidder's obligations under the Contract. The Bidder or his competent and authorized representative(s) shall be constantly present at the respective Sites, for supervision. The Bidder shall authorize his representative to receive directions and instructions from the Purchaser's Representative.
- ③ The Bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and provision of services for all costs/charges in connection thereof.
- ③ The Bidder shall provide and deploy, at the Site, for carrying out the work, only those manpower resources who are qualified/skilled and experienced in their respective trades and who are competent to deliver in a proper and timely manner the work they are required to perform or to manage/supervise the work.
- ③ The Purchaser's Representative may at any time object to and require the Bidder to remove forthwith from the Site, any authorized representative or employee of the Bidder or any person(s) of the Bidder's team, if, in the opinion of the Purchaser's Representative the person in question has misconducted or his / her deployment is otherwise considered undesirable by the Purchaser's Representative. The Bidder shall forthwith remove and shall not again deploy the person without the written consent of the Purchaser's Representative.
- ③ The Purchaser's Representative may at any time object to and request the Bidder to

remove from the Site, any of Bidder's authorized representative including any employee of the Bidder or his team or any person(s) deployed by Bidder or his team for professional incompetence or negligence or for being deployed for work for which he is not suited. The Bidder shall consider the Purchaser's Representative request and may accede to or disregard it. The Purchaser's Representative, having made a request, as aforesaid in the case of any person, which the Bidder has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the Bidder to remove that person from deployment on the work, which the Bidder shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Purchaser's Representative.

- ③ The Purchaser's Representative shall state to the Bidder in writing his reasons for any request or requirement pursuant to this clause.
- ③ The Bidder shall promptly replace every person removed, pursuant to this section, with a competent substitute, and at no extra cost to the Purchaser.

7.12 Knowledge of Functional, Technical and Business Requirements of Purchaser

- ③ The Bidder shall be deemed to have knowledge of the business requirements of Purchaser along with the functional and technical scope of work based on the information available in connection therewith and to have satisfied himself about the scope of work, the data contained in the Bidding Documents, the geographic scope, transactional scope, the quantities and nature of the works and materials necessary for the competition of the works, the means of access, and in general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during site assessment survey, Bidder detects conditions and/or obstructions affecting the work, the SI shall take all measures to overcome above.
- ③ Bidder shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the Bidder undertaking the works shall cover all the Bidder's obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which Purchaser's Representative may issue in accordance with the connection therewith and of any proper and reasonable measures which the Bidder takes in the absence of specific instructions from Purchaser's Representative.

7.13 Adherence to safety procedures, rules regulations and restriction

- ③ Bidder's Team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and SI's Team shall abide by these laws.
- ③ Access to the Site shall be strictly restricted. No access to any person except the essential members of the Bidder's Team who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorised by the Purchaser shall be allowed entry to the Site, NIC Locations as per the access policy of NIC.
- ③ The Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Bidder's

Team shall adhere to all security requirement/regulations of the Purchaser during the execution of the work. Purchaser's employee also shall comply with safety procedures/policy.

- ③ The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- ③ Bidder shall also adhere to all security requirement/regulations of NIC during the execution of the work.

7.14. Statutory Requirements

- ③ During the tenure of this Contract nothing shall be done by the Bidder or his team in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Purchaser indemnified in this regard.

8 Contract Administration

- 8.1. No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.
- 8.2. Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:
 - exercise all of the powers and functions of his Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof; and
 - bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- 8.3. The Bidder shall be bound by all undertakings and representations made by the authorized representative of the Primary PSI and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
- 8.4. For the purpose of execution or performance of the obligations under this Contract, the Purchaser's representative would act as an interface with the nominated representative of the Bidder. The Bidder shall comply with any instructions that are given by the Purchaser's representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.

9 Purchaser's Obligations and Rights

9.1 Purchaser's Obligations

- ③ Purchaser shall ensure that timely approval is provided to the Bidder as and when required, which may include approval of project plans, implementation methodology, documents, specifications, or any other document necessary in fulfillment of this contract.
- ③ The Purchaser shall approve all such documents within 15 working days.
- ③ The Purchaser's Representative shall interface with the Bidder, to provide the

required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary. Purchaser may provide on Bidder's request, particulars/information/or documentation that may be required by the SI for proper planning and execution of work and for providing services covered under this contract and for which the SI may have to coordinate with respective vendors.

9.2 Purchaser's Rights

- ③ The Purchaser reserves the right to release the Purchase Order for each component separately as defined in the Scope of Work (Section V of this Tender document).
- ③ It is not binding on the Purchaser to purchase goods and services (as mentioned in this Tender document) from the Bidder.
- ③ The Payment will be made for goods and services based on the unit rates quoted by the Bidder (subject to Clause 3.4.2 & Clause 3.4.3 of **Section – II** of this Tender document, for any downward revision of prices). The quantity of these goods and services may vary in the Purchase Order based on the actual requirements of the Purchaser at the time of issuing the Purchase Order.
- ③ Purchaser reserves the right to extend the last date/time for submission of response to the Tender or modify / relax the conditions stipulated in this Tender Document.
- ③ A response to the Tender determined not substantially responsive will be rejected by Purchaser and cannot be made subsequently responsive.
- ③ Canvassing in any form in connection with the response to the Tender is strictly prohibited and Bids submitted by tenderers who resort to canvassing are liable to be rejected.
- ③ Purchaser reserves the right to call for any clarification from any/all Intended BIDDERS during the evaluation of the responses. However, no other correspondence on bids will be entertained. Last date of clarification will be 15 day from opening of the bid.
- ③ Over-writing without proper authentication is not permitted in filling up the bids and may entail rejection of the responses.
- ③ Purchaser reserves the right to review, approve and require amendment of the terms of the Contract. No agreement/contract shall be executed, amended, modified and/or terminated without the prior written consent of NIC.
- ③ Purchaser reserves the right to select or reject any delegate/sub-contractor proposed by Bidder to execute a part of the project.
- ③ Where Purchaser deems necessary, it reserves the right to require replacement of any delegate/sub-contractor with another delegate/sub-contractor and Bidder shall terminate the forthwith all agreements/contracts other arrangements with such delegate/sub-contractor and find of the suitable replacement for such delegate/sub-contractor to the satisfaction of Purchaser at no additional charge.
- ③ Purchaser reserves the right to inspect and monitor/assess the progress of the project at any time during the course of the Contract, after providing due notice to the Bidder. Purchaser may demand and upon such demand being made, Purchaser shall be provided with any document, data, material or any other information which it may require, to enable it to

assess the progress of the project.

- ③ Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by Purchaser and the Bidder undertakes to cooperate with and provide to Purchaser / any other agency appointed by Purchaser, all Documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder failing which Purchaser may, without prejudice to any other rights that it may have, issue a notice of default.
- ③ Purchaser shall have the right to select multiple products/services for a specified service, software, hardware product requirement.
- ③ Purchaser reserves the right to reject a product/service which is outdated / obsolete at the time of its actual implementation.
- ③ Purchaser has the right to select multiple SI's for the implementation of the project incase any Bidder is not able to meet the complete requirement mentioned in the tender.
- ③ Purchaser has the right to reject a product or service at any stage during the tenure of the contract. In such case, appropriate financial adjustments will be made as per the bill of material mentioned in the tender.
- ③ Purchaser shall have the right to invite separate quotations directly from OEMs for the purpose of this project and reserves the right to negotiate with the Bidder for any differences in price vis-à-vis the quotations received from the OEM.
- ③ If in the opinion of the Purchaser the price of components under Scope of Work (Section V) is found to be excessive, the Purchaser would reserve the right to either accept the offer from the Tenderer or procure such from the OEM directly. In such case the Bidder would be responsible to provide services as mentioned in the Scope of Work (**Section V**) at no additional cost to the Purchaser.

10 Payments

- 10.1. Purchaser shall make payments only to the **Bidder** at the times and in the manner set out in the Payment schedule as specified under Clause **47** later in this contract, subject always to the fulfillment by the Bidder of the obligations herein. Payments will be made after the Bidder obtains the required sign-off from the user groups formed by the Purchaser. Purchaser will make all efforts to make payments to the Bidder within 60 days of receipt of invoice(s) and all necessary supporting documents.
- 10.2. Purchaser shall make all payments under this Contract, as set out in the Payment clause to the Bidder only and shall not be liable to make any payments or for any other related obligation under this contract to any other party including but not limited to the Bidder's vendors or any third party engaged by the Bidder in any way connected with the discharge of the Bidder's obligation under the Contract and in any manner whatsoever. The Bidder shall be fully liable and responsible for meeting all such obligations and all payments to be made to the aforesaid entities/parties.
- 10.3. All payments agreed to be made by Purchaser to the Bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance, if any and Purchaser shall not be liable to pay any such

levies/other charges under or in relation to this Contract and/or the Services.

- 10.4. Payment shall be paid at the times and in the manner set out in the Payment schedule as specified under Clause **47** against value of contract. However, Service Tax shall be reimbursed against submission of invoice and payment proofs. Works contract taxes, if any applicable, shall be reimbursed against actual and against submission of payment proofs.
- 10.5. In case of change in taxes under change in law, appropriate parties shall be passed the benefit of the same over and above the contract value. In case of such change, Bidder shall submit a formal request with necessary supporting documents to the Purchaser. The purchaser shall verify these documents and if applicable and approved in writing by the Purchase, the Bidder shall incorporate such changes into subsequent regular invoice for payment.
- 10.6. No invoice for extra work/change order on account of change order will be submitted by the Bidder unless the said extra work /change order has been authorized/approved by the Purchaser in writing in accordance with Clause on Change order.
- 10.7. In the event of Purchaser noticing at any time that any amount has been disbursed wrongly to the Bidder or any other amount is due from the Bidder to the Purchaser, the Purchaser may without prejudice to its rights recover such amounts by other means after notifying the Bidder or deduct such amount from any payment falling due to the Bidder. The details of such recovery, if any, will be intimated to the Bidder. The Bidder shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Purchaser or the Bidder.

10.8. Deductions:

- ③ All payments to the Bidder shall be subject to the deductions of tax at source under Income Tax Act, and other taxes, and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Purchaser may have paid or incurred, for which under the provisions of the Contract, the Bidder is liable, the same shall be deducted by Purchaser from any dues to the Bidder. All payments to the Bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Purchaser to the SI on chargeable basis.

10.9. Duties, Taxes and Statutory levies.

- ③ The Bidder shall bear all personnel taxes levied or imposed on its personnel, Vendors, consultants, or any other member of Bidder's Team, etc. on account of payment received under this Contract. The Bidder shall bear all corporate taxes, levied or imposed on the Bidder on account of payments received by it from the Purchaser for the work done under this Contract.
- ③ Bidder shall bear all taxes and duties etc. levied or imposed on the SI under the Contract including but not limited to GST, Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof upto the date for submission of final price bid, i.e., on account of payments received by him from the Purchaser for work done under the Contract. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required in regard to the SI's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the

Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.

- ③ If there is any increase or decrease in taxes (GST or any other taxes) – the same rate then shall be apply as applicable.
- ③ The Bidder agrees that he and his Team shall comply with the Indian Income Tax act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.
- ③ Should the Bidder fail to submit returns/pay taxes in times as stipulated under the Indian Income Tax Act and consequently any interest or penalty is imposed by the Indian Income Tax authority, the Bidder shall pay the same. Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/ Bidder.
- ③ The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

11 Intellectual Property Rights

- 11.1. Purchaser shall have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Bidder solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser, to the extent available to the Purchaser. All Intellectual Property Rights belonging to a party before signing this Contract or developed independently without reference to this Contract will be retained by that party ("Pre-Existing Intellectual Property Rights"). With respect to Bidder's Pre-existing Intellectual Property Rights, Bidder grants to Purchaser a royalty-free, non-exclusive and non-transferable license to use the same to the extent necessary for Purchaser to be able to enjoy the benefits of the Goods, Services delivered by Bidder under the Contract and only as a part of such Goods, Services.

Further, notwithstanding anything stated in this clause, the Intellectual Property Rights continue to vest with the Product OEM for any customizations done to the commercial off the shelf (COTS) products.

- 11.2. If Purchaser desires further, the Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the Bidder, the same shall be acquired in the name of the Purchaser, prior to termination of this Contract and which may be assigned by the Purchaser to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract. However, subsequent to the term of this Contract, subject to the license terms in the end user license agreements or their equivalents signed between Purchaser and the respective OEMs, the aforesaid approvals, registrations, licenses, permits and rights etc. shall endure to the benefit of the Purchaser subject to the license terms in the end user license agreements or their equivalents signed between Purchaser and the respective OEMs.

11.3. The Bidder / Bidder's Team shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified (as per Clause **17**) against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or the Bidder's Team during the course of performance of the Services. In case of any infringement by the Bidder / Bidder's Team, Bidder shall have sole control of the defense and all related settlement negotiations.

11.4. Information Security

- The Bidder / Bidder's Team shall not carry any written/printed document, layout diagrams, floppy diskettes, hard disk, storage tapes, other storage devices or any other goods /material proprietary to Purchaser into / out of Sites without written permission from the Purchaser.
- The Bidder / Bidder's Team shall not destroy any unwanted documents, defective tapes/media present at the Sites on their own. All such documents, tapes/media shall be handed over to the Purchaser.
- The Bidder and Bidder's Team shall follow Purchaser's Information Security policy. Access to Purchaser's data and systems, Email and Internet facility by the Bidder / Bidder's team at SITE shall be in accordance with the security and access policies set by the Purchaser.
- Bidder and Bidder's Team acknowledge that Purchaser's business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Purchaser; and Bidder along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of Purchaser depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder or its team could damage the goodwill of Purchaser, and that by reason of Bidder's duties hereunder. Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Bidder shall use such information only for the purpose of performing the said services.
- Bidder shall, upon termination of this agreement for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to Bidder by Purchaser, including any copies or reproductions, both hardcopy and electronic.

11.5. Records of Contract Documents:

- The Bidder shall at all time make and keep sufficient copies of the Contract documents, manuals, reference material, specifications and any other document required by him to fulfill his duties under the Contract.
- The Bidder shall keep at Site adequate number of copies of all documents required to fulfill his duties under the Contract, in excess of his own requirement and those copies shall be available at all times for use by the Purchaser's Representative and/or by any other person authorized by the Purchaser's Representative.

12. Ownership and Retention of Documents

- 12.1. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

13. Data and Hardware

- 13.1. By virtue of this Contract, the Bidder / Bidder's Team may have access to personal information of the Purchaser and/or a third party or any taxpayer, any other person covered within the ambit of any Income tax legislation. The Purchaser has the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Bidder or Bidder's Team in the course of performing the Services under this Contract.

14. Indemnity

- 14.1. The Bidder shall execute and furnish to the Purchaser, a Deed of Indemnity in favour of the Purchaser in a form and manner acceptable to the Purchaser, indemnifying the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
- any gross negligence or wrongful act or willful omission by the Bidder or the Bidder's Team or any third party associated with Bidder in connection with or incidental to this Contract; or
 - any material breach of any of the terms of the Bidder's Bid as agreed, the Tender and this Contract by the Bidder, the Bidder's Team or any third party.
 - any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof.
- 14.2. The Bidder shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.

15. Representations and Warranties

- 15.1. In order to induce the Purchaser to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:
- That the selected Bidder have the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this contract and to provide services sought by the Purchaser under this contract
 - That the Bidder is not involved in any major litigation or legal proceedings, pending, existing, potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract.
 - That the representations and warranties made by the Bidder in its Bid, Tender and Contract are and shall continue to remain true and correct throughout the term of this Contract and Bidder shall fulfill all the requirements as are necessary for executing the obligations and

responsibilities as laid down in the Contract and the Tender and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.

- That the Bidder and its team has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the scope of work stipulated in the Tender and this Contract.
- That the Bidder shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced.
- That the Bidder / Bidder's Team shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.
- That the execution of the scope of work and the Services herein is and shall be in accordance and in compliance with all applicable laws.
- That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorise the execution, delivery and performance by it of the Contract.
- That all conditions precedent under the Contract have been satisfied.
- That neither the execution and delivery by the Bidder / Bidder's Team of the Contract nor the Bidder's / Bidder Team's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the SI, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder.
- That the Bidder certifies that all registrations, recordings, filings and notarisations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.
- That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest

pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.

- That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the performance of the project under this contract and regarding the same the Bidder does not, so far as the Bidder is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Bidder is aware, none of the Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations for the performance of this contract are being infringed nor, so far as the SI is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) required by the Bidder for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto. The remedy for any breach of this clause shall be the indemnity set forth in clause **14.3** for Intellectual Property Rights.
- That the Bidder agrees to incorporate, within the contract value, all hardware configuration,, software changes, upgrades and patches to the system, announced by him from time to time keeping in view the advancement in technology, shortcomings of the system and any changes required for improving the overall efficiency of the system.
- That the Bidder shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all supplied hardware and software to meet the requirements of the applications.

16. Confidentiality

- 16.1. The Bidder / Bidder's Team shall not use Confidential Information, the name or the logo of the Purchaser except for the purposes of the purpose of execution of this contract.

Confidential information does not include information which:

- the Bidder / Bidder's Team knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- is independently developed by the Bidder / Bidder's Team without breach of conditions under this Contract;
- information in the public domain as a matter of law;
- is received from a third party not subject to the obligation of confidentiality with respect to such information;
- is released from confidentiality with the written consent of GM/DGM/CM(IT).

The Bidder / Bidder's Team shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder / Bidder's Team.

The purchaser shall also be liable to keep confidentiality obligations similar to the above terms for any confidential information shared by the Bidder.

- 16.2. The Bidder / Bidder's Team shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services/Contract and/or Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents without the prior written consent of the Purchaser.
- 16.3. The Bidder may only disclose Confidential Information in the following circumstances:
- i. with the prior written consent of the Purchaser;
 - ii. to a member of the Bidder's Team if:
 - A. the member of the Bidder's Team needs the Confidential Information for the performance of obligations under this contract;
 - B. the member of the Bidder's Team is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract
- 16.4. The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement to the satisfaction of the Purchaser.
- 16.5. The Bidder shall notify the Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Purchaser.
- 16.6. The Bidder shall be liable to fully recompense the Purchaser for any loss arising from breach of confidentiality. The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the Bidder / Bidder's Team in relation to a dispute arising out of breach of obligation by the Bidder under this clause.
- 16.7. The Bidder shall execute a **Non Disclosure Agreement (NDA)**, individually, in favour of the Purchaser as per proforma provided in **Appendix D Section VIII** of the Tender document.

17. Events of Default by the SI

- 17.1. The failure on the part of the SI to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Bidder. The events of default as mentioned above may include inter-alia the following:
- the Bidder / Bidder's Team has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
 - the Bidder / Bidder's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if the Bidder has fallen short of matching such standards / benchmarks / targets as the Purchaser may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above mentioned failure on the part of the Bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Purchaser;
 - the Bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Purchaser, despite being served with a default notice which

laid down the specific deviance on the part of the Bidder / Bidder's Team to comply with any stipulations or standards as laid down by the Purchaser; or

- the Bidder / Bidder's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract
- the Bidder / Bidder's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract
- There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the SI.
- The Bidder / Bidder's Team has failed to comply with or is in any material breach or contravention of any applicable laws.

17.2. Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the SI, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.

17.3. Where despite the issuance of a default notice to the SI by the Purchaser the SI fails to remedy the default to the satisfaction of the SI, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Purchaser.

18. Consequences of Event of Default

Where an Event of Default subsists or remains uncured the Purchaser shall be entitled to:

18.1. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and the Services which the Bidder shall be obliged to comply with which may include re-determination of the consideration payable to the Bidder as agreed mutually by Purchaser and Bidder or through a third party acceptable to both parties. The Bidder shall in addition take all available steps to minimize loss resulting from such event of default.

18.2. Suspend all payments to the Bidder under the Contract by a written notice of suspension to the Bidder, provided that such notice of suspension:

- shall specify the nature of the failure; and
- shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder

18.3. Terminate the Contract in part or in full with a Ninety (90) days notice period.

18.4. Retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard, upto the value of the entire contract value. Nothing herein shall effect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the

occurrence of the default.

- 18.5. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

19. Stipulated Time Schedule

- 19.1 The key milestone dates (“critical dates”)* as anticipated by the Purchaser (from the date of release of Purchase Order in number of days) is given below –

| Task Name | Finish Date (Number of Days from the date of release of Purchase Order) |
|------------------------------|--------------------------------------------------------------------------------|
| Pilot and Acceptance Testing | Within Two Weeks |
| Rollout | After one cycle of Pilot Run |

* May be amended by the Purchaser from time to time.

- 19.2. The Bidder shall perform the activities and comply in all respects with the critical dates and the parties hereby agree that failure on part of the Bidder to meet the critical dates without prejudice to any other rights that the Purchaser may have, may lead to the imposition of such obligations as are laid down in the Delay and Deterrent Mechanism and/or levy of penalty as set and/or termination of the Contract at the discretion of the Purchaser subject to dependencies on the Purchaser.

20. Term and Extension of the Contract

- 20.1 The term of this Contract shall be for a period of five (5) years from the date of signing of the Contract.
- 20.2 The Purchaser shall reserve the sole right to grant any extension to the term abovementioned and shall notify in writing to the Bidder, at least 6 months before the expiration of the Term hereof, whether it will grant the Bidder an extension of the Term. The decision to grant or refuse the extension shall be at the Purchaser’s discretion and such extension of the contract, if any, shall be as per terms agreed mutually between the Purchaser and Bidder.
- 20.3. Where the Purchaser is of the view that no further extension of the term be granted to the Bidder, the Purchaser shall notify the Bidder of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Purchaser shall either appoint an alternative agency/vendor or create its own infrastructure to operate such Services as are provided under this Contract.

21. Termination

- 21.1. The Purchaser may, terminate this Contract in whole or in part by giving the Bidder a prior and written notice of at least Ninety (90) Days indicating its intention to terminate the Contract under the following circumstances:
- Where the Purchaser is of the opinion that there has been such Event of Default on the part of the Bidder / Bidder’s Team which was material in nature and remained un-remedied at the end of the notice period, such failure on the part of the Bidder would be deemed sufficient for the Purchaser to terminate the Contract and cause(s) for such termination may include failure on the part of the Bidder to respect any of its commitments with regard to any

part of its obligations under its Bid, the Tender or under the Contract.

- Where it comes to the Purchaser's attention that the Bidder (or the Bidder's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder's Bid, the Tender or this Contract.
- Where the Bidders ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity
- Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder become bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

21.2 The Bidder may, subject to approval by the Purchaser, terminate this Contract before the expiry of the term by giving the Purchaser a prior and written notice at least 11 months in advance indicating its intention to terminate the Contract. However in the event of breach of obligations under the Contract by the Purchaser which was material in nature and remained un-remedied at the end of the notice period, the Bidder may terminate the Contract by giving prior and written notice of at least 3 months within its occurrence. However prior to termination, the Bidder shall give due consideration to the causes of breach, if conveyed by the Purchaser.

22. Consequences of Termination

22.1. In the event of termination of this Contract pursuant to clause 24, [whether consequent to the stipulated Term of the Contract or otherwise] the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Purchaser and/or the successor agency, as may be required, to takeover the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of this Contract, even where such assistance is required to be rendered for a reasonable period that may extend beyond the contract term/ termination hereof.

22.2. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Bidder / Bidder's Team or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Purchaser through re-determination of the consideration payable to the Bidder as agreed mutually by Purchaser and Bidder or through a third party acceptable to both parties may pay the Bidder for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of the Termination or due to any act/omissions of the Bidder, limited to the entire Contract Value. In case of any loss or damage due to default on the part of the Bidder in performing any of its

obligations with regard to executing the scope of work under this Contract, the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the Bidder's Team and/or all third parties appointed by the Bidder shall continue to perform all their obligations and responsibilities as stipulated under this Contract, and as may be proper and necessary to execute the scope of work under the Contract in terms of the Bidder's Bid, the Tender and this Contract, in an identical manner as were being performed before the collapse of the Bidder as described above in order to execute an effective transition and to maintain business continuity.

- 22.3. Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law.
- 22.4. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

23. Dispute Resolution

- 23.1. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days notice to refer the dispute to arbitration to the other Party in writing.
- 23.2. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- 23.3. The Arbitration proceedings shall be held in Kolkata, India.
- 23.4. The Arbitration proceeding shall be governed by the substantive laws of India.
- 23.5. The proceedings of Arbitration shall be in English language.
- 23.6. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.
- 23.7. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators/Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed / made, shall appoint the

arbitrator/Presiding Arbitrator upon request of one of the parties.

- 23.8. If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.
- 23.9. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- 23.10. It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- 23.11. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties, subject to statutory remedial rights.
- 23.12. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- 23.13. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
- a. Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

24. Time is of the essence

- 24.1. Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by the Bidder by the specified completion date subject to dependencies on the Purchaser.

25. Conflict of interest

- 25.1. The Bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

26. Publicity

- 26.1. The Bidder / Bidder's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder its written consent.

27. Force Majeure

- 27.1. Force Majeure shall not include any events caused due to acts/omissions of a Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not

include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

- 27.2. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder / Bidder's Team in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- 27.3. In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

28. General

28.1. Relationship between the Parties

- Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Bidder / Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the Purchaser and Bidder.
- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
- The Purchaser has no obligations to the Bidder's Team except as agreed under the terms of this Contract.

28.2. Survival: The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Bidder of its release from those obligations.

28.3. Entire Contract: The terms and conditions laid down in the Tender and all annexures, addendum thereto as also the Bid and any attachments/annexes/clarifications thereto issued or expressly accepted by the Purchaser shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

28.4. Governing Law: This Contract shall be governed in accordance with the laws of India.

28.5. Jurisdiction of Courts: The courts of India at Kolkata have exclusive jurisdiction to determine any proceeding in relation to this Contract.

28.6. Compliance with Laws: The Bidder / Bidder's Team shall comply with the laws in force in India in the course of performing this Contract.

28.7. Notices: All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail/courier, return receipt requested, addressed as follows and shall

be deemed received two days after mailing or on the date of delivery if personally delivered:

To Purchaser at:

Deputy General Manager – IT,
National Insurance Company Ltd., H.O.
3, Middleton Street, 4th Floor,
Kolkata - 700 071

To SI at:

Attn:
[Phone:]
[Fax:]

Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above.

A notice served on a Representative is taken to be notice to that Representative's Party.

28.8. Waiver

- Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
- A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
- The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

29. Application

- 29.1. These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

30. Performance Security

- 30.1. Within 15 days after the receipt of notification of award of the Contract / Purchase Order from the Purchaser, the successful Tenderer shall furnish Performance Security to the Purchaser, which shall be 50 Lakhs and shall be in the form of a Guarantee Bond from a Scheduled Commercial Bank in the Proforma given at **Appendix B of Section VIII**.

31. Modification

- 31.1. Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.

32. Currency of Payment

- 32.1. Payment shall be made in Indian Rupees only.

33. Change Orders/Alteration/Variation

33.1. The Bidder agrees that the System requirements/quantities/licenses/specifications and Service requirements given in the Tender documents are minimum requirements and are in no way exhaustive and guaranteed by the Purchaser.

- Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the quantities, specifications, drawings etc. of the Tender documents which the Bidder had not brought out to the Purchaser's notice till the time of award of work and not accounted for in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Bidder without any time and cost effect to Purchaser.

Notwithstanding the above, the Purchaser reserves the right to consider any upward revision on account of change orders provided the same is brought to its notice prior to completion of System Requirement Specifications.

- It shall be the responsibility of the Bidder to meet all performance and other requirements of the Purchaser as stipulated in the Tender document / Contract. Any upward revisions / additions of quantities, specifications, technical manpower, service requirements to those specified by the Bidder in his Bid documents, that may be required to be made during installation / commissioning of the System or at any time during the currency of the contract in order to meet the conceptual design, objective and performance levels or other requirements as defined in the Tender documents shall not constitute a change order and shall be carried out by the Bidder without any change order and without any time and cost effect to the Purchaser whatsoever.

33.2. The Purchaser may at any time, by a written change order given to the Bidder, make changes within the general scope of the Contract. The Purchaser will have the option to increase or decrease (decrease only if communicated to Bidder prior to availing of services) the Specifications of the goods/equipment to be supplied and installed by the SI or service requirements, as mentioned in the Contract, at any time during the contract period.

33.3. In case of increase in Specifications or Service requirements or in case of additional requirement, the Bidder agrees to carry out / provision for such additional requirement at the rate and terms and conditions as provided in the Contract except for the appropriate extension of time to be allowed for delivery/installation of such extra goods/equipment or for commencement of such services. In case of decrease in Quantities or Specifications of goods/equipment or Service requirements, the Bidder shall give a reduction in price at the rate given in the Contract corresponding to the said decrease.

33.4. In case applicable rates for the increase/decrease in question are not available in the Contract then the rates as may be mutually agreed shall apply. The Bidder shall not be entitled to any claim by way of change of price, damages, losses, etc. The SI shall be compensated at actual for any cancellation charges provided the claim is duly supported by documentary evidence of having incurred cancellation charges, which results from Purchaser's action in reducing/canceling Scope of work.

33.5. Conditions for Change Order

- The change order will be initiated only in case (i) the Purchaser directs in writing the Bidder to incorporate changes to the goods or design requirements already covered in the Contract. (ii) the Purchaser directs in writing to the Bidder to include any addition to the scope of work or services covered under this Contract or delete any part thereof, (iii) Bidder requests to delete any part of the work which will not adversely affect the operational capabilities and

functioning of the system and if the deletions proposed are agreed to by the Purchaser and for which cost and time benefits shall be passed on to the Purchaser,

- Any change order comprising an alteration which involves change in the cost of the goods and/or services (which sort of alteration is hereinafter called a "Variation") shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Contract Value and adjustment of the implementation schedule if any.
- If parties agree that the Contract does not contain applicable rates or that the said rates are inappropriate or the said rates are not precisely applicable to the variation in question, then the parties shall negotiate a revision of the Contract Value which shall represent the change in cost of the goods and/or services caused by the Variations. Any change order shall be duly approved by the Purchaser in writing.
- If there is a difference of opinion between the Bidder and Purchaser's Representative on whether a particular item, work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Clause 36.6

33.6. Procedures for Change Order

- Upon receiving any revised requirement/advice, in writing, from the Purchaser, the Bidder would verbally discuss the matter with Purchaser's Representative.
- In case such requirement arises from the side of the Bidder, he would also verbally discuss the matter with Purchaser's Representative giving reasons thereof.
- In either of the two cases as explained in Clause above, the representatives of both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not.
- If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared and signed by the Bidder and Purchaser to confirm a "Change Order" and basic ideas of necessary agreed arrangement.
- Bidder will study the revised requirement in accordance with the joint memorandum under Clause above and assess subsequent schedule and cost effect, if any.
- Upon completion of the study referred to above under Clause above, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Purchaser to enable the Purchaser to give a final decision whether Bidder should proceed with the change order or not in the best interest of the works.
- The estimated cost and time impact indicated by Bidder shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order.
- The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents.
- The Bidder shall submit necessary back up documents for the change order showing the break-up of the various elements constituting the change order for the Purchaser's review. In case Bidder fails to submit all necessary substantiation/calculations and back up documents within 15 (Fifteen) Days of Purchaser giving complete specifications to the Bidder, or as may be extended by the Purchaser, the issues shall be referred to an Expert Neutral Third Party as may be chosen by Purchaser, and the decision of such Expert Neutral Third Party

regarding time and cost impact shall be final and binding on the Bidder.

- In the event the Bidder submits necessary back-up documents within for change order within 15 (Fifteen) days of the Purchaser giving complete specifications but the same is disputed by the Purchaser, and provided the matter is not amicably resolved within 60 days therefrom, either party may refer the dispute to arbitration
- If Purchaser accepts the implementation of the change order in writing, which would be considered as change order, then Bidder shall commence to proceed with the enforcement of the change
- In case, mutual agreement i.e. whether new requirement constitutes the change order or not, is not reached, then Bidder in the interest of the works, shall take up the enforcement of the change order, if advised in writing to do so by Purchaser's Representative pending settlement between the two parties to the effect whether such requirement constitutes a change order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order, the same shall be compensated taking into account the records kept in accordance with the Contract.

33.7. Conditions for revised work / change order

- The provisions of the Contract shall apply to revised work / change order as if the revised work / Change order has been included in the original Scope of work. However, the Contract Value shall increase / decrease and the schedule shall be adjusted on account of the revised work / Change orders as may be mutually agreed. The Bidder's obligations with respect to such revised work / change order shall remain in accordance with the Contract.

34. Governing Language

- 34.1. The Agreement shall be written in English and Hindi language. Subject to **Clause 31.5**, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in either English or Hindi language. In the event of a conflict between the two versions, English version shall prevail.

35. "No Claim" Certificate

- 35.1. The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate, pertaining to payments under the scope of this Contract, in favour of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted.

36. Project In-charge and Core Team

- 36.1. The Bidder shall ensure that at all times during the currency of the Contract a Project In-charge acceptable to the Purchaser shall take charge of the Performance of the Contract.
- 36.2. It is mandatory that the designated Project In-charge should not change till the acceptance of the system. However in case of events beyond the control of the Bidder and Bidder Team, the Bidder may substitute an individual on the same position provided the substituted person should have the requisite qualification and experience and should be subject to concurrence from the Purchaser.

- 36.3. It is mandatory that the core team should not change till the acceptance of the system. However in case of events beyond the control of the Bidder and Bidder Team, the Bidder may substitute an individual on the same position provided the substituted person should have the qualification and experience as specified in the RFP and should be subject to concurrence from the Purchaser.

37. Completion of Contract

- 37.1. Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in Clause **25** are fulfilled to the satisfaction of the Purchaser

38. No Assignment

- 38.1. The SI shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser.

39. Penalty

- 39.1. Activities required to be performed by the Bidder in order to execute the scope of work of this contract and ongoing performance and maintenance services along with the service levels shall be in line with the requirements of Purchaser and in accordance with the timelines, performance/service levels and targets as stipulated in the Tender, Contract and SLA, failing which the Bidder would be liable for a Penalty as defined under **Annexure 6.3 of Section VI**.

40. Insurance

- 40.1. The Bidder shall arrange and keep in force during the currency of this contract an insurance covering professional indemnity (errors and omission) for an amount of Rs. 10,00,00,000/-.

41. Limitation of Bidder's Liability towards the Purchaser

- 41.1. Except in case of gross negligence or willful misconduct on the part of the Bidder / Bidder's Team or on the part of any person or company acting on behalf of the Bidder in executing the work or in carrying out the Services, the SI shall not be liable to Purchaser.
- for any indirect or consequential loss or damage; and
 - for any direct loss or damage that exceeds (A) Contract Value, or (B) the proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (A) or (B) is higher.
- 41.2. Notwithstanding anything stated in this contract, Bidder shall not be liable for any failure to perform under this contract due to reasons definitely attributable to the Purchaser.

42. Payment Schedule

- 42.1. Payments will be made fortnightly, subject to agreed Terms and Conditions

43. Severance

- 43.1. In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

44. Liquidated Damages

44.1. Subject to clause 30, if the Bidder fails to complete in entirety the itemwise work/(s) morefully and specifically contained in **Annexure 6.3 of Section VI** before the scheduled completion date/s or the extended date/s or if Bidder repudiates the Contract before completion of the Work, the Purchaser may without prejudice to any other right or remedy available to the Purchaser as under the Contract:

i. Recover from the Bidder, as liquidated damages and not by way of penalty a sum equivalent to 0.5 % of the **Contract Value**, for each week (Seven calendar days) delay beyond the Scheduled completion date or part thereof, subject to overall maximum of 12.5% of the **Contract Value**. For the purpose of liquidated damages, the scheduled completion date will be taken as **date of completion of one cycle of Pilot Run**

AND/OR

ii. Terminate the contract or a portion or part of the work thereof. The purchaser shall give 30 days notice to the Bidder of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days notice period, the Bidder initiates remedial action acceptable to the Purchaser.

44.2. The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Purchaser's right to claim such amount against Bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

44.3. Delay not attributable to the Bidder will be considered for exclusion for the purpose of computing liquidated damages.

45. Suspension of Work

45.1. The Bidder shall, if ordered in writing by the Purchaser's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. The Purchaser shall consider suitable compensation to the Bidder on case to case basis, subject to fulfillment of other conditions of this contract. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Bidder, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. In case the suspension of works, is not consequent to any default or failure on the part of the Bidder, and lasts for a period of more than 2 months, the Bidder shall have the option to request the Purchaser to terminate the Contract with mutual consent.

45.2. Subject to clause 30, in the event that the Purchaser suspends the progress of work for any reason not attributable to the Bidder for a period in excess of 30 days in aggregate, rendering the Bidder to extend his performance guarantee then Purchaser shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the banking procedures subject to the Bidder producing the requisite evidence from the bank concerned.

SECTION - IV

Pre-Qualification Bid Form



National Insurance Company Limited

4.1 Pre-Qualification Bid Form:

Bidder Profile

RFP Number - NIC/IT/RFP/PRINT_TO_POST/RFP/06/2017

Date:

| Sl. No. | Required Particulars | Response along with page number of supporting document |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| 1 | Name of the Bidder | |
| 2 | Bidder's registered office address Telephone number Fax number E-mail | |
| 3 | Bidder's Correspondence / contact address | |
| 4 | Toll Free Number of the Bidder for Service Support, operating 365x24x7 | |
| 5 | Details of Bidder's contact person (Name, designation, address etc.) Telephone number Fax number e-mail | |
| 6 | Is the Bidder a registered company under The Companies Act, 1956? If yes, <ul style="list-style-type: none"> o Submit photocopy of certificate of registration. o Provide year and place of the establishment of the company. (Should be an established company and in operation for at least 3 years in India) | |
| 7 | Is the Bidder registered for GST? If yes, submit photocopy of valid GST registration certificate. | |
| 8 | Submit receipt of latest Income Tax Return filed with Income Tax Department. Submit photocopy of PAN card. | |
| 9 | Is the Bidder blacklisted/debarred/denied by any Government department/Public Sector undertaking as on date of bid submission? If yes, give details. | Self-Declaration letter by Bidder authorized signatory. |
| 10 | Has the Bidder filed for Bankruptcy in any country? (Declaration in this regard to be signed, stamped by Company Secretary/CFO/COO/CEO of the bidder) | |
| 11 | The bidder should have been in existence in the Printing business for a minimum period of THREE years in India. | Certificate of Incorporation PO Copy with Contact Details. |

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12 | Does the Bidder have an annual turnover of more than Rs. 30 Crores in each of the last 3 (Three) Financial Years 2014-15, 2015-16 and 2016-17? Submit audited balance sheet highlighting the annual turnover from the financial years | Audited Financial statements for the respective financial years and/or Published Balance Sheet |
| 13 | The Bidder should be providing printing services to minimum 3 Financial Institutions/Public/Private Sector Banks/other public sector undertakings/telecom operators/utility service providers within last 3 years prior to the date of this RFP. | Copy of original PO / Contract highlighting the following details: Date of PO / Contract Name of Client Scope of Work Successful completion certificate from client. Contact No. and mail id of concerned officials of the clients |
| 14 | Bidder to provide Power of Attorney , in favour of the authorized signatory of the Bid | |
| 15 | Bidder to provide signed and stamped Integrity Pact | |
| 16 | Bidder to provide GSTIN details | |
| Signature: Name of the authorized signatory Designation Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company) Company Seal: | | |

Eligibility Criteria

| S.N. | Eligibility Criteria | Documents Required | Bidder Response (To be filled in by Bidders) | Reference Page No. in Response (To be filled in by Bidders) |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------------------|
| 1 | Should be a public / private limited company registered in India. | Certificate of Incorporation | | |
| 2 | The Bidder should have been in existence in the Core Printing Operations for a minimum period of THREE years in India. | Certificate of Incorporation, PO Copy with Contact Details. | | |
| 3 | The BIDDER should have an average annual turnover of Rs. 25 Crores for the last three financial years viz. 2014-15, 2015-16 and 2016-17 from the core printing operations within India only. | Audited Financial statements for the respective financial years and/or Published Balance Sheet | | |
| 4 | The BIDDER should have posted net profit in any 2 (two) of the three years 2014-15, 2015-16 and 2016-17. | Audited Financial statements for the respective financial years and/or Published Balance Sheet | | |

| | | | | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|--|--|
| 5 | The BIDDER shall have valid and up-to-date ISO 9001, ISO 20000 or ISO 27001 certification in all its service locations from where they wishes to provide Business Print Solution to NIC. Incase of Bidder's not having print locations ISO 20000 & ISO 27001 certified, they are required to obtain such certification for the print locations within six months from the date of issue of Work Order. A firm declaration duly certified by the CEO in this respect has to be submitted along with the Bid. | Copy of Certificates | | |
| 6 | Must be capable of handling a monthly volume of at least 2 crore impressions (of variable data printing) of A4 size images from their own facilities on an All India basis out of which at least 20 lakhs impressions (of variable data printing) of A4 size images to be generated monthly from at least one unit. A firm declaration duly certified by the CEO in this respect has to be submitted along with the Bid. Further the bidder should have the capability to print the document in full color variable on the fly. | Self-Declaration letter by Bidder authorized signatory. | | |
| 7 | Should provide with minimum 3 client reference (preferably Public sector undertakings/banks/telecom operators/utility service providers) each with average monthly volume of minimum 20 Lacs A4 size variable data impressions at any particular location for a period of minimum 12 months. | Proper client certification should be submitted with the bid. | | |
| 8 | The BIDDER must have equivalent printing infrastructure (at least four) in different seismic zone and mandatory primary liason office & print facility in Kolkata, to ensure Business continuity. | Self-Declaration letter by Bidder authorized signatory. | | |
| 9 | Bidder should have facility of automated inland letter making inhouse. | Self-Declaration letter by Bidder authorized signatory. | | |
| 10 | Bidder should have necessary Hardware / software for downloading the data from NIC's location through secured mode (using Secure File Transfer Protocol (SFTP)) | Self-Declaration letter by Bidder authorized signatory. | | |
| 11 | Bidder should have the facility of printing of logos, photographs (Color variable data printing, Black & white, shades, watermark etc.), | Self-Declaration letter by Bidder authorized signatory. | | |

| | | | | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|--|--|
| | barcode signatures and different Indian languages. | | | |
| 12 | Bidder should have Dedicated / Separate area and personnel for handling the work of variable data printing. | Self-Declaration letter by Bidder authorized signatory. | | |
| 13 | Bidder should have the facility to provide MIS reports related to dispatch & returning of Renewal letters, policies. | Self-Declaration letter by Bidder authorized signatory. | | |
| 14 | The BIDDER should not be blacklisted by any government agency / department at any point of time. A firm declaration duly certified by the CEO in this respect has to be submitted along with the Bid. | Self-Declaration letter by Bidder authorized signatory duly certified by the CEO | | |

4.2 BID SECURITY FORMAT (EMD):

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

Whereas (hereinafter called the 'Bidder') has submitted its bid dated for the supply, installation, customization, commissioning, operation, providing printing and post-printing services, maintenance of the printing facility, Document dispatch service including supply of all consumables like paper, ink, etc. and other related services of Outsourcing of Output Printing and Dispatch Solution (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 National Insurance Company Limited (hereinafter called "the Purchaser") in the sum of **Rs. 50,00,000.00** only for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by day of 2018.

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, fails or refuses to :

a) execute the work as per Contract,

and/or

b) furnish the Performance Security,

and/or

c) execute the contract

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 three conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 180 days from the date of opening of the tender, and any demand in respect thereof should reach the Bank not later than the above date.

(Authorised Signatory of the Bank)

Annexure -A

Bidder shall have following obligations:

1. Setting up of complete print facility and assume responsibility for all integration and implementation issues in order to deliver an operable system as per the scope of work defined in **Tender No: NIC / IT / RFP / PRINT_TO_POST / RFP / 06 / 2017 for Business Print Solution.**
2. Supply of Printing Services, Consumables, Post printing system as listed in the tender document .
3. Piloting and acceptance testing.
4. Collection of printing Data from the NIC and conversion in to printable format.
5. Print facility Operation and maintenance as per details given in Section V Clause 5.1 para 7 in this tender.
6. Provide suitable flexibility in the system to cater to the evolving needs during the operation/execution phase.
7. Deployment of a strong operations team comprising of 10 (ten) members with minimum 5 (five) years domain expertise.
8. Offer proven solution Architecture for all components of the project and provide local support.

Signature of Witness:
Dated :
Place :

Signature of Bidder :
Dated :
Place :

Seal

Annexure - B

Annual Turnover and Net Profit

| Sl. No. | Product | Year = | Year = | Year = |
|---------|--------------------------------|--------------------------|--------------------------|--------------------------|
| | | 2014-2015 | 2015-2016 | 2016-2017 |
| | | Amount (in Crores) | Amount (in Crores) | Amount (in Crores) |
| 1. | Total Turnover for the year | | | |
| 2 | Profit After Tax for the year. | | | |

Signature of Witness :

Dated :

Place :

Signature of Bidder :

Dated :

Place :

Seal

Please note:

The above data should relate to the Company (Bidder) only who has submitted the tender. Data relating to sister companies, group companies, parent company, subsidiary companies shall not be considered. Above data should be supported by Annual Report (detailed i.e. not abridged) for the respective years as published by the Bidder.

The average turnover of the Bidder should be 25 crores annually in India per year during the years 2014-2015, 2015-2016, 2016-2017.

The Bidder should have posted Net Profit in any 2 of the 3 years viz. 2014-2015, 2015-2016, 2016-2017.

Annexure-C

**Details of Transactional Data-Variable Data Printing and Handling Projects
undertaken by Bidder**

| Sl. No. | Name of Principal | Print Technology Used | Year of Project | Name of Contact Person, Contact Number and Contact e-mail id of Principal |
|--------------------|------------------------------|--------------------------------------|----------------------------|----------------------------------------------------------------------------------------------|
| | | | | |
| | | | | |
| | | | | |

Signature of Witness :

Dated :

Place :

Signature of Bidder :

Dated :

Place :

Seal

Annexure - D

CERTIFICATION/ACCREDITATIONS, IF ANY & AREA OF CERTIFICATION

| Sl. No. | Area of Certification Services | Certification | Certifying Institution |
|---------|--------------------------------|---------------|------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Signature of Witness

Dated :

Place :

Signature of Bidder

Dated :

Place :

Seal :

Please Note:

Photocopies of the certificate mentioned above are to be enclosed.

Annexure - E

AVERAGE MONTHLY VOLUME OF VARIABLE DATA IMPRESSIONS

| Sl. No. | Name of Client | Client Email / Phone | From Month / Year | To Month / Year | Volume of Variable data Impressions |
|----------------|-----------------------|-----------------------------|--------------------------|------------------------|--------------------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Signature of Witness

Dated :

Place :

Signature of Bidder

Dated :

Place :

Seal :

SECTION - V

Scope of Work and Technical Specification



National Insurance Company Limited

5.1 Scope of Work

1. The BIDDER should provide printing services from a Printing hub which should be located in Kolkata with alternate Printing hubs, located in different seismic zone, capable of accepting print jobs on the fly and acting as fall back option for business continuity.
2. The Printing hubs shall be on a Shared-Services Model.
3. In case of shared services, it is mandatory that **complete segregation of resources i.e. dedicated resources** (floor area, Print & Post-Print hardware & software, operations personnel etc.) be maintained for NIC. The bidder is free to provide the solution on a shared services model, wherein though the infrastructure maybe utilized for other customers, the NIC services shall run on dedicated equipments, people and processes for the said project, in a completely secured and segregated manner.
4. The Alternate Print Hubs should be set up or run from different seismic zone, with the mandatory liaison office in Kolkata, to ensure business continuity.
5. The Main & Alternate Print Hubs should run on Active-Active Mode and there should be enough headroom built into both the sites so that if one site goes down then the entire load is seamlessly and with zero time-lag, borne by the other site. **BIDDER will be responsible to provide the required printing services as per the service level agreement.**
6. NIC will **not be** responsible for providing the space for setting up the infrastructure.
7. The bidder should be responsible for end-to-end setting up of the Printing hub (including, but not limited to) the following:
 - a. Provisioning of physical infrastructure (if any) including provisioning for cooling, lighting etc.
 - b. Provisioning of all hardware/ software / network equipments required for automated printing & post-printing solution
 - c. Provisioning of Print Server(s) and Post-print Finishing System(s) at own convenient location in HA mode
 - d. Provision for Main and Redundant power supply e.g. UPS, Silent DG Set etc
 - e. Supply of required personnel for manning and managing the Services
 - f. Supply of all consumable etc.
 - g. Staging area for dispatch services
 - h. Management area for NIC with facility to conduct inspection.
 - i. Adequate provision for logical and physical security of NIC Data (raw data, printed output, stationary) at the Hub. In case of shared hub, complete physical and logical segregation should be maintained from/in shared resources so as to maintain NIC Data security.
 - j. Provision of appropriate and auditable controls as determined by NIC, to ensure NIC Data Security.
8. Printing of various types of stationary required as per NIC specifications (specifications detailed later in this Section)
9. Printing service to include but not limited to the printing of following Business Documents :
 - a. **Renewal notices of all Products**
 - b. **Other documents in inland format**
10. NIC would send Data Files through secured FTP mode to the Main Printing Hub of the BIDDER for necessary printing cum dispatch in various vernacular languages (as per Annexure B).
11. Conversion of Data files (ASCII or any other Standard Format) provided by NIC into print files for each output document set by collating with format files (developed by Bidder) and/or scanned/formatted files (provided by NIC)
12. Processing of print files to generate final printed document.

13. Print and Post-print activities (like automated folding, gumming, franking activities) as defined later.
14. Dispatch activities from Main & Alternate Printing Hubs in coordination with the Dispatch Service Provider(s) selected by BIDDER.
15. Should have own setup of sending email (SMTP) and should not use any 3rd party email application, application should have feature of sending email with personalized subject line, email body etc. Detail report should be made available to NIC for email delivery status.
16. Should have facility to send SMS for the intimation of Renewal as and when required and provide the detail report to NIC of SMS delivery status.
17. Should be able to generate the PDF for Renewal Notice with or without the password protection and system should be capable to incorporate 1 or more password in the PDF file example DOB & policy number.
18. Providing regular MIS to NIC (as per Annexure C)
19. Ensuring process and output quality as per quality specifications of NIC (as per requirements defined by NIC)
20. Implementing changes to the formats, stationary, process, etc as per the requirements of NIC. **Change request conditions will apply as agreed.**
21. To meet seasonality in business numbers, the BIDDER must align operational governance with NIC's business model taking into account - intra-month volume fluctuations, spikes due to month-ends, business contests, launch of new products and / or termination of existing products leading to unanticipated spikes. 24 X 7 support (including most of the Indian Holidays and Sundays) would be a key business requirement of NIC.
22. The BIDDER must have a strong IT Support team of 5 members having appropriate technical certifications, to monitor, escalate and coordinate with NIC's IT team for IT related issues, including issues arising on account of IT applications, data security and networking. A strong IT application team of 5 members having appropriate technical certifications would be an added advantage and would prove to be an USP.

5.1.1 Stationary & Other Consumables:

1. The BIDDER as a part of the contract shall supply all consumables that will be required for the printing and post printing of Business Documents. This cost shall be covered in per impression cost quoted in the price schedule.
2. Such Consumables shall include, but not be limited to, toner/ink, print engine/print head, paper, Glue etc.
3. The Consumables supplied as a part of this tender will be OEM consumables only and each lot of the consumables that are supplied will be certified to this effect by the manufacturer of the equipment.
4. The BIDDER shall furnish the documentary proof of having tie-up with OEM with legal agreement for providing consumables/spares like ink, printer components etc for entire period of contract and also for extending unequivocal support and software customization as per the tender requirement.
5. Since the raw paper for Business Document printing is the responsibility of the BIDDER, it will therefore be the responsibility of the BIDDER to unload, stock, store and manage inventory of the same.
6. The paper should be from "A" grade mills as defined by paper trade associations.
7. The paper should be of the highest quality and be the brightest white as graded by the mill; whiteness $\geq 92\%$, opacity should be $\geq 90\%$.
8. Variation allowed for whiteness, opacity, GSM is +/- 2% of stated percentage, weight.
9. BIDDER should quote for cost of printing of per page, briefed as follows:
 - a. Renewal notice - A4 (post-print folded to form Self-Mailer - Inland Letter type), 75 GSM, 4+4 Color logo of 1.5cm x 1cm size and letterhead of 21 cm x 10 cm.

5.1.2 Electronic Data Transfer and Storage:

1. NIC would provide Data Files (ASCII, comma delimited format and/or Scanned Files -PDF, Any other standard format like XML), to BIDDER's Hub thru secured FTP on a weekly/fortnightly basis (schedule and frequency of data transfer to be decided by NIC).

5.1.3 Document Printing & Post-Printing:

1. The complete Printing and Post-Printing activities will be performed in the premises of the Printing Hub.
2. Number of format files, data files, scanned files, number and layout of final document set for Business Documents would correspond business requirements of NIC and can change as per the requirements of NIC. Change Request will be applicable to the same.
3. The data file formats, fields and structures to be decided by NIC. The BIDDER should state their constraints and / or recommend methods regarding the structure of data files in the quotation.
4. The Format Files will be created by the BIDDER in consultation with NIC and the BIDDER should use them until specifically advised by NIC.
5. The BIDDER would transform the Data Files (ASCII, comma delimited format and/or Scanned Files -PDF, Any other standard format like XML) provided by NIC, into print files for each document set using their own technology.
6. NIC may transmit encrypted data files to BIDDER's Hub/s and the decryption software along with the formatting software will be installed at the said Hub/s. The final Print File will be printed by the BIDDER using their printers located at Print Hub/s.
7. NIC will use the free space of Business Document for promotion campaign and the BIDDER should arrange for stationary incorporating the design, graphics, colors provided by NIC.
8. BIDDER should have the ability to provide an on-demand Full Color, Personalized, cross promotional, white-space marketing activity on Business Document.

5.1.4 Minimum Specifications for Business Print Solution (Print & Post-Print Hardware & Software Technology):

1. The BIDDER shall use contemporary **Print & Post-Print Hardware & Software Technology** henceforth referred as **Technology**, to achieve full automation of the Business Print Solution (Printing and Post-Printing activities, as detailed).
2. The BIDDER will only quote for all brand-new equipments for all printing & post-printing equipments as part of this Bid. NIC reserves the right to check Government documentation to support the same Unless specified otherwise, NIC requires that Business Documents may be printed in variable Black and White and where Full Colors are required but is static content to be pre-printed, the BIDDER should arrange the same as Pre-Printed Stationary. However, if NIC requires the Business Documents to be printed in Full Variable Colours on-the-fly on demand for cross promotional campaign/s which are personalized on plain paper, the BIDDER should be able to perform the same as well. The **Technology** used should print at minimum **600 x 600 dpi (dots per inch)**.
3. The Digital LED/Laser/Inkjet Printers should be Production Print Type (NOT office printing equipment type), having minimum rated speed ≥ 100 imp (impressions per minute), average monthly print volume should be ≥ 10 lakhs A4 impressions. And each print site should have minimum two of such printers due to the volume and backup requirement for NIC.
4. The Post-Print System should be High-Volume, High-Speed, floor mounted type.
5. The printer shall accept paper weight from 70 GSM to 120 GSM.

6. Print output should stay clearly legible for **minimum 5 years** without any distortion, blur, fadeout of printed text
7. The **Technology** used by the BIDDER should provide for high-quality text, graphics and different type of sizes and styles to appear on a single page; graphics being presented in industry standard “open” files like Adobe Illustrator, Corel Draw etc.
8. The **Technology** used by the BIDDER should provide for text, image, graphics, optical mark recognition (OMR), and bar-code printing. Text, images, graphics, bar code and electronic overlays can be placed at any defined point on the page areas on which the printer can print. Other features should include – PIN code/Or, any other Key Text sorting, for ease of classification of documents, by post print automated systems.
9. Further, even after the PIN CODE is sorted, a further division dependant on postman's beat i.e. beat code shall be provided. The **Technology** should provide the feature.
10. Modern marketing communication blends conventional transaction data with corporate messages, customer-specific information and even promotional messages from cooperation partners. The **Technology** should provide the feature if NIC requires variable dynamic colour content to be printed on-the-fly on plain paper.
11. The **Technology** shall handle the printing of customer logo, variable data, customer specific advertisement/messages and other static information in full colour and black on stationery.
12. The **Technology** shall support:
 - a. Pick data from more than 1 source file, if required.
 - b. Support all necessary input data streams, including but not limited to XML, AFP, PDF, Text, PCL; should be able to import previously created documents in RTF format with the styles
 - c. Handle all kinds of symbologies i.e. OMR, 1-D barcodes, 2-D barcodes, etc,
 - d. Should support charts of different types like bar, 3d bar, line, pie etc
 - e. Should be able to highlight certain section using highlighter
 - f. Convert print streams from simplex to multiple-up formats
 - g. Ability to do print stream manipulation and alter documents to leverage the most efficient print and delivery options.
 - h. Print in Across, Back, Up, Down Text Directions
 - i. Support Typography Proportional Fonts, Universal Fonts, Compressed Images Format
 - j. Barcode Printing, Vector Graphics, Graphical Output Formats (e.g. Tiff, Pcx, Bmp, Jpeg, Etc), Font Support (e.g. CFF)
 - k. Allow integration with 3rd party software using web services standards like SOAP etc.
 - l. Print Error Auto-Recovery
13. The **Technology** shall comprehensively manage and control the printing functions and equipment, including but not limited to the following:
 - a. Transparent – printing, inserting or delivery, should be able to indicate at any time, which item is being prepared or handled or has just completed the process.
 - b. Monitor – by constantly comparing the control information from data base with real-time processing data and thus keep track of every item during the entire lifecycle; capability should be granular enough to monitor individual mail piece at all checkpoints from machine entry to machine exit i.e. from printing to finishing.
 - c. Full - recovery for printers (interrupted, resumed, reprint, cancelled, rerun, and restarted (forward and backspace pages), select reprint page range.
 - d. Allow - starting, stopping, deleting or moving any print job; monitor the status of printers and print jobs; and start, stop, forward-space, back-space, page level recovery or shut down printers.
 - e. Minimize - downtime by allowing for automatic event notification of printer status and problems e.g. low toner/ ink or paper jams, customized messages on job submission/printing/completion etc.

- f. Capability – Recognise errors and automatically initiate the reprint process with an ability to select specific parts of data stream for printing and reprinting.
 - g. Prevent Duplication - Generate an Index file of the print file for which the printing has been done to prevent duplicate printing of the same files or records. Further the technology used should have the capability to detect Duplicate mail item even if mail run is split across multiple hardware. Automated reprint capability for damaged or missing mail pieces also should provide Real time duplicate detection across mail run.
14. The printer shall have both line printing (i.e. print a single line as a unit) and page printing (i.e. create and print an entire page as a unit) capabilities.
15. The **Technology** shall print text and images in any of the pages in any of the four orientations – zero degree on the page, 90 degree, 180 degree as well as 270 degree and in both portrait and landscape orientations.
16. The **Technology** shall be responsible for **full automation** of the Business Print Solution, broadly detailed as follows:
- a. Printing the documents (static and variable data) in English, Hindi and different Indian languages on the fly, support overlay of at least one Indian language.
 - b. Printing Renewal Notices/ any other document defined by NIC, as Self-Mailer – Inland Letter type
 - c. Automated Shearing or Cutting the side sprockets, in case such stationary is used
 - d. Automated Sequential arrangement of printed documents
 - e. Automated High speed cutting, accumulating, collating, folding, saddle stitching/Stapling with one or more staple pins to form booklets, gumming etc.
 - f. Applying Franking in electronic format, as required
 - g. Automated Sorting based on Pin Code or other electronic signature (pre or post-printing) for handing over to Dispatch Service Provider(s).
 - h. End-to-end tracking of documents from data feed to printer- to post-print processing. Error monitoring of printed documents to include but not limited to automated and manual quality check on the printed documents for correctness of printed documents with the inputs, any printing errors, misalignments, eliminate blank sheets etc
 - i. Automated quality checking process including but not limited to out-sorting of defective or incomplete documents, generation of job reports/batch – number of sheets, Automated sealing of the Self-Mailer And / or other types of handling as specified per document / set (to be agreed in final contract)
17. The **Technology** should automatically **PURGE** the Data Files and/or Print Files in the BIDDER's Print Server or Data Cache or, Print Hub(s), immediately after completion of printing activity. In case of a reprint, the source file would be sourced from/provided by NIC.
18. The **Technology** shall use:
- a. Maintain data integrity in case of a failure of a single component or application.
 - b. Have ability to generate error messages for every error condition that can occur within the system.
19. NIC may use the free/white space of Business Documents for promotion campaign and the technology should provide Full Color, customer specific personalized promotional campaign print requirements. The **Technology** must ensure that if a customer has several products and services that warrant a special message or insert, they will receive marketing / other information only once.
20. The BIDDER shall give details of the paper flow, loading & unloading of paper, paper input/loading capacity, printing and post-printing activities in his bid so as to design a world class print / mail operation.

5.1.5 Pre-Dispatch Activities:

1. The complete Pre-Dispatch activities will be performed on the premises of the Printing Hub.
2. BIDDER will be responsible for Pre-Dispatch Services. The actual dispatch activities shall be carried out by the department of posts. However the BIDDER must comply with the requirements of the department of posts.
3. BIDDER should **SUBMIT/FORWARD** the prepared self-mailers etc. to the Department of Posts appropriate local post office as per the dispatch matrix. Details about the Dispatch matrix to be provided by NIC at the time of contract finalization, subject to change at any time during contract execution stage.

5.1.6 MIS Activities:

1. Format and content will be proposed by NIC (Annexure – C), and will at least consist of **per day**:
 - a. number and type of data files received
 - b. number of documents printed, per type of set / document number and type of print files uploaded
 - c. number of dispatched documents
 - d. total Franking costs
 - e. detailed results of the quality control process
 - f. any other report as required by NIC
2. Frequency of providing the above-mentioned management information is to be determined by NIC. Bidder to recommend industry practice in the quotation.

5.1.7 Documentation Volume Assumptions for Quotation Purpose

BIDDER is required to study the volume of printing work (Indicative Renewal Notice Printing Capacity only is mentioned in TABLE 1) and build up the required infrastructure. The Bidder should build up redundancy with multiple hubs, each hub having at least **100% headroom**, and optimum load sharing between the hubs.

TABLE1

| Print Location | Document Hub |
|------------------------------------------------------------------------------------------------------------------|------------------------|
| Number of Print Locations | Multiple Document Hubs |
| Total Renewal Notice Print Capacity –Actual Requirement in 2017-18 | 1,00,00,000 |
| Renewal Notice Print Capacity – Projected Requirement on 5th year i.e. 2021-2022 | 2,50,00,000 |
| Total Number of Impressions –Actual Requirement in 2017-18 (considering a Self-Mailer A4 Duplex renewal notices) | 2,00,00,000 |
| Total Number of Impressions – Projected Requirement on 5th year i.e. 2021-2022 (Self-Mailer | 5,00,00,000 |

TABLE1

Print Location

Document Hub

Number of Print Locations

Multiple Document Hubs

A4 Duplex renewal notices)

Additionally, NIC may require the BIDDER to print policy documents as well as and when required.

Quotation should provide pricing for the following: The quotation should be submitted in the format, refer TABLE 2.

| Printing Services at Document Printing Hub | | | | | | | | | | | | | |
|--------------------------------------------|----------------------------------------------------|-------------------------------------------------------------------------------------------------------|-----------|------------------|----------------|--------|----------------|--------|----------------|--------|----------------|--------|----------------|
| Sl. No | Services Type | Services Description | Unit | Toal Cost in INR | | | | | | | | | |
| | | | | Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |
| | | | | Cost | Applicable Tax | Cost | Applicable Tax | Cost | Applicable Tax | Cost | Applicable Tax | Cost | Applicable Tax |
| 1 | Variable Data Printing – A4 Size (excluding Paper) | | | | | | | | | | | | |
| A | | Digital B/W (Back to Back Laser Printing) | Per Sheet | | | | | | | | | | |
| B | | Digital Full Colour (Back to Back Laser or Inkjet Printing) | Per Sheet | | | | | | | | | | |
| 2 | Paper / Stationary of A4 size | | | | | | | | | | | | |
| A | | Paper for Printing – 75 GSM, with NIC logo and other content (4 color front side / 4 color back side) | Each | | | | | | | | | | |
| B | | Paper for Printing – 170 GSM, with NIC logo and other content (4 color front side only) | Each | | | | | | | | | | |
| C | | Plain Paper - 75 GSM | Each | | | | | | | | | | |
| 3 | Self Mailer or Fabrication | | | | | | | | | | | | |

| | | | | | | | | | | | | | |
|---|----------------------------------|----------------------------------------------------------------------------------------------------------|--------------------|--|--|--|--|--|--|--|--|--|--|
| A | | Inland Letter Fabrication (Folding, Gumming) with good Quality perforation for non-policy communications | Each Document | | | | | | | | | | |
| B | | Booklet making with cover and inserting into Envelopes for policy communications | Each Booklet | | | | | | | | | | |
| 4 | Envelope | | | | | | | | | | | | |
| A | | C5 SIZE (162mm x 229mm) Envelope on 80gsm paper with Window – with 4 colour preprinting | Each Envelope | | | | | | | | | | |
| 5 | Dispatch Services** | | | | | | | | | | | | |
| A | | Franking Charge (Through approved postal licenced high speed digital machines) | Each Document | | | | | | | | | | |
| B | | Postage Charge (Inland Letter) | Each Document | | | | | | | | | | |
| 6 | Software and IT support services | | | | | | | | | | | | |
| A | | Data merged personalised EMAIL notification with personalised PDF attached | Each Email | | | | | | | | | | |
| B | | Generation of PDF files | Each PDF | | | | | | | | | | |
| C | | Software development and ongoing change requests for policy or non-policy communications | Lump sum per month | | | | | | | | | | |

| | | | | | | | | | | | | | |
|---|-------|-------------------------------------------------------------------|---------------|--|--|--|--|--|--|--|--|--|--|
| D | | Personalised SMS notification through white listed gateway | Each SMS | | | | | | | | | | |
| E | | Interactive HTML5 communications creation and electronic delivery | Each Document | | | | | | | | | | |
| | Total | | | | | | | | | | | | |

* Bidders need to mention the Applicable Tax Type

** If Department of Posts any other dispatch product is used in future – the bidder must assume that the same will be paid on actual applicable rate of the department of posts.

Annexure – A

Statement of Deviations from Schedule of Requirements

Dear Sirs,

Following are the Technical deviations and variations from the requirements and documents for the Appointment of a Systems Integrator for implementing Business Print Solution for NIC - against Tender No. **NIC / IT / RFP / PRINT_TO_POST / RFP / 06 / 2017**.

These deviations, variations and assumptions are exhaustive. Except these deviations, assumptions and variations, the entire work shall be performed as per your requirements and documents.

Compliance / Deviation statement for Scope of Work (Section V)

Tenderers may please note that, compliance to a Clause and a Sub-Clause would mean complete compliance to all the other Sections within those Clauses and Sub-Clauses.

| Clause No. (Section V) Scope of Work | Brief Narration | Tenderer's Response | | | | |
|-----------------------------------------------|-----------------|---------------------|-------------------|--------------------|---------------------------------|------------------------------------------|
| | | Noted (Y/N) | Complied (Y/N) | Deviation (Y/N) | Specify Deviation, if any | Reference of Annexures attached |
| | | | | | | |

Other Deviations:

| S.No. | Section No. | Clause No. | Page No. | Statement of deviations and variations. | Remarks |
|-------|-------------|------------|----------|-----------------------------------------------|---------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Witness:

Signature -----

Name -----

Address -----

Date -----

Tenderer:

Signature -----

Name -----

Designation -----

Company -----

Date -----

Annexure B

Schedule of Languages

| Scheduled Languages | |
|----------------------------|----------------------|
| Serial No. | Language Name |
| 1 | Assamese |
| 2 | Bengali |
| 3 | Gujarati |
| 4 | Hindi |
| 5 | Kannada |
| 6 | Kashmiri |
| 7 | Konkani |
| 8 | Malayalam |
| 9 | Manipuri |
| 10 | Marathi |
| 11 | Nepali |
| 12 | Oriya |
| 13 | Punjabi |
| 14 | Sanskrit |
| 15 | Sindhi |
| 16 | Tamil |
| 17 | Telugu |
| 18 | Urdu |
| 19 | Dogri |
| 20 | Maithili |
| 21 | Santali |
| 22 | Bodo |

Annexure C

MIS Report Format

| Duty Cycle | Number and Type of Data Files received | Number of documents printed | Number of documents damaged | Number of documents Reprinted | Number of documents dispatched | Number of documents Franked |
|-------------------|-----------------------------------------------|------------------------------------|------------------------------------|--------------------------------------|---------------------------------------|------------------------------------|
| | | | | | | |
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SECTION - VI

**Technical bid to be submitted
by tenderer**



National Insurance Company Limited

Section – VI: Technical and Other Annexure

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Annexe 6.1 – Functional Requirement Specifications

| Rating Legend | |
|---------------|-----------------------------------------|
| Response | Explanation |
| SUP | Supported as delivered "out-of-the-box" |
| NS | Not supported |
| Priority | Critical (C), Desirable (D), |

Priority: The column indicates how important a particular requirement is for NIC. Site Visits will be undertaken to any of the locations to verify the authenticity of responses as mentioned in the bid document. If responses in respect of critical parameters are found unsatisfactory, the bid can be cancelled.

Priority

- Critical (C): The functionality is vital for NIC to run its business.
- Desirable (D): The functionality is desirable for NIC to meet its strategic objectives.

SI Responses

- Complete the RFP worksheet by placing an X in the appropriate column for each requirement.
- The Xs must represent the current state of a product or service.

Business Print Solution

| ID | Functional Requirements - Business Print Solution | Priority | SUP | NS | Remarks |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------|-----------|----------------|
| | | (C/D) | | | |
| PRINT1 | Should print at minimum 600 x 600 dpi (dots per inch) | C | | | |
| PRINT2 | Printer should have minimum rated speed ≥ 100 imp (A4 impressions per minute) | C | | | |
| PRINT3 | The Post-Print System should be High-Volume, High-Speed, floor mounted type. | C | | | |
| PRINT4 | Should be able to print variable colour digital printing as well for on-the-fly colour printing on plain white paper | D | | | |
| PRINT5 | Should be able to do both line printing (print single line as a unit) and page printing (print an entire page as a unit) | D | | | |
| PRINT6 | Print customer logo, transaction- variable data, customer specific advertisement / promotional messages and other static information in black on stationery. | D | | | |
| PRINT7 | Print - different types of sizes, styles of text, image, graphics, bar code, OMR on a single page | C | | | |
| PRINT8 | Capable to print text in newspaper format for better white space management | D | | | |

| ID | Functional Requirements - Business Print Solution | Priority | SUP | NS | Remarks |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----|----|---------|
| | | (C/D) | | | |
| PRINT9 | Print (static and variable data) in English, Hindi and different Indian languages (as per Section V Annexure B) on the fly. | C | | | |
| PRINT10 | Automated Sorting based on Pin Code and/or Office Code | C | | | |
| PRINT11 | Use OMR or barcodes, for multi-page collation / statistics of documents printed | C | | | |
| PRINT12 | Pick data from more than one source file, if required | C | | | |
| PRINT13 | Support all necessary input data streams including but not limited to XML, AFP, PDF, Text, PCL; should be able to import previously created documents in RTF format with the styles | C | | | |
| PRINT 14 | Layout Management system should allow to specify any number of layouts for a publication, switching between layouts as required. | C | | | |
| PRINT 15 | Print Barcode(s), Vector Graphics, Graphical Output Formats (e.g. Tiff, Pcx, Bmp, Jpeg etc.), have Font Support (e.g.CFF), Universal Fonts, Typography Proportional Fonts, Compressed Images Format | D | | | |
| PRINT 16 | Transparent – printing, inserting or delivery, should be able to indicate at any time, which item is being prepared or handled or has just completed the process. | D | | | |

| ID | Functional Requirements - Business Print Solution | Priority | SUP | NS | Remarks |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----|----|---------|
| | | (C/D) | | | |
| PRINT 17 | Full - recovery for printers (interrupted, resumed, reprint, cancelled, rerun, and restarted, forward and backspace pages, select reprint page range). | D | | | |
| PRINT 18 | Allow - starting, stopping, deleting or moving any print job; monitor the status of printers and print jobs; and start, stop, forward-space, back-space, page level recovery or shut down printers. | D | | | |
| PRINT 19 | Prevent Duplication - Generate an Index file of the print file for which the printing has been done to prevent duplicate printing of the same files or records. Further the technology used should have the capability to detect Duplicate mail item even if mail run is split across multiple hardware. Automated reprint capability for damaged or missing mail pieces also should provide Real time duplicate detection across mail run. | C | | | |
| PRINT 20 | Capability – To select specific parts of data stream for printing and reprinting. | D | | | |
| PRINT 21 | Printing Renewal Notices/ any other document defined by NIC, as Self-Mailer – Inland Letter type | C | | | |
| PRINT 22 | Automated Shearing or Cutting the side sprockets, in case of continuous stationary being used | D | | | |
| PRINT 23 | Automated sequential arrangement of printed documents as per point Print10 | D | | | |

| ID | Functional Requirements - Business Print Solution | Priority | SUP | NS | Remarks |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----|----|---------|
| | | (C/D) | | | |
| PRINT 24 | Automated High speed cutting, accumulating, collating, folding, gumming | D | | | |
| PRINT 25 | Applying Franking as required | C | | | |
| PRINT 26 | End-to-end tracking of documents from data feed to printer- during actual printing, post-printing –and providing automated job reports / error monitoring with file base processing | C | | | |
| PRINT 27 | Error monitoring of printed documents to include but not limited to automated and manual quality check on the printed documents for correctness of printed documents with the inputs, any printing errors, misalignments, eliminate blank sheets etc. | C | | | |
| PRINT 28 | Automated quality checking process including but not limited to out-sorting of defective or incomplete documents, unsealedSelf-Mailers, generation of job reports/batch – number of sheets, | C | | | |
| PRINT 29 | The Technology should automatically PURGE the Data Files and/or Print Files in the BIDDER's Print Server or Data Cache or Print Hubs(s), immediately after completion of printing activity | C | | | |
| PRINT 30 | Distributed architecture with No Single Point of Failure | C | | | |
| PRINT 31 | Support remote printing operations on a large national network infrastructure that includes multiple locations | C | | | |

| ID | Functional Requirements - Business Print Solution | Priority | SUP | NS | Remarks |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------|----------|-----|----|---------|
| | | (C/D) | | | |
| PRINT 32 | Print and Post-Print Systems and sub-systems should be brand new equipments and not re-conditioned / re-manufactured. | D | | | |
| PRINT 33 | End-to-end tracking of document delivery supported by dispatch logs. Any mechanized internal checks & control system in place | D | | | |
| PRINT 34 | Exception report on document delivery ie un-delivered / lost / re-directed | C | | | |
| PRINT 35 | Allow Integration with 3 rd party Software using Web Services standards eg. SOAP etc | D | | | |

Annexe 6.2 – Technical Requirement Specifications

| ID | Technical Requirements - Business Print Solution | Priority | Response | Remarks |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|---------|
| | | (C/D) | | |
| BIDDER 01 | No of Print Locations/Support Offices in India | | | |
| | At least one in each of Eastern, Northern, Southern & Western regions of India | C | | |
| | More than 4 | D | | |
| BIDDER02 | Liason Office & Print Facility in Kolkata | C | | |
| BIDDER 03 | The Bidder shall have valid and up-to-date ISO 9001 certification at all print locations | D | | |
| BIDDER 04 | The Bidder shall have valid and up-to-date ISO 27001 certification at all print locations | C | | |
| BIDDER 05 | The Bidder shall have valid and up-to-date ISO 20000 certification at all print locations | D | | |
| BIDDER 06 | Months of Domain Experience of Transactional Data Printing (TDP) / Variable Data Printing (VDP). To be supported by Customer Testimonials and/or by any officials of the company not below the level of Chief Executive Officer | | | |
| | Upto 36 months | C | | |
| | Above 36 months | D | | |
| BIDDER 07 | Number of Insurance Companies for which TDP/VDP have been executed. To be supported by Customer Testimonials and/or by any officials of the company not below the level of Chief Executive Officer | | | |
| | Upto 3 Clients | C | | |
| | Above 3 Clients | D | | |
| BIDDER 08 | Number of High Speed Production Printers on Ownership / Lease / Hire. Copy of Assest Register to be provided | | | |
| | Upto 8 Printers | C | | |
| | Above 8 Printers | D | | |

Print OEM Requirement Specifications

| ID | Print OEM Experience | Priority | Response | Remarks |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|---------|
| | | (C/D) | | |
| POEM01 | Direct OEM presence in India locationwise. Attach list of office addresses in India | | | |
| | Upto 3 | C | | |
| | More than 3 | D | | |
| POEM02 | Domain Experience of Transactional Data Printing / Variable Data printing in Banks, Insurance Companies, Telecom companies (please mention specific customer names & attach verifiable details) To be supported by Customer Testimonials and/or by any officials of the company not below the level of Chief Executive Officer | | | |
| | Number of Clients Upto 3 | C | | |
| | Number of Clients > 3 | D | | |
| POEM03 | Years of Experience in respect to point POEM02 | | | |
| | Upto 30 months | C | | |
| | Above 30 months | D | | |
| POEM04 | Number of monthly impressions pan To be supported by any officials of the company not below the level of Chief Executive Officer | | | |
| | Upto 2 Crores | C | | |
| | Above 2 Crores | D | | |

Post Print OEM Requirement Specifications

| ID | Post Print OEM Experience | Priority | Response | Remarks |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|---------|
| | | (C/D) | | |
| PPOEM01 | Post-Print OEM presence in India locationwise. Attach list of office addresses in India | | | |
| | Upto 3 | C | | |
| | More than 3 | D | | |
| PPOEM02 | Domain Experience of Transactional Data Printing / Variable Data printing in Banks, Insurance Companies, Telecom companies (please mention specific customer names & attach verifiable details) To be supported by Customer Testimonials and/or by any officials of the company not below the level of Chief Executive Officer | | | |
| | Number of Clients Upto 3 | C | | |
| | Number of Clients > 3 | D | | |
| PPOEM03 | Years of Experience in respect to point PPOEM02 | | | |
| | Upto 30 months | C | | |
| | Above 30 months | D | | |
| PPOEM04 | Number of monthly pages on pan India basis. To be supported by any officials of the company not below the level of Chief Executive Officer | | | |
| | Upto 2 Crore | C | | |
| | Above 2 Crore | D | | |
| PPOEM05 | Number of Post-Print Coordinated Hardware on Ownership / Lease / Hire To be supported by declaration by official of the company not below the level of Chief Executive Officer | | | |
| | Upto 8 Devices | C | | |
| | Above 8 Devices | D | | |

Dispatch Service Provider's Requirement Specifications

| ID | Dispatch Service Provider's Experience | Priority | Response | Remarks |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|---------|
| | | (C/D) | | |
| DSP01 | Number of Service locations in India | C | | |
| DSP02 | No. of documents dispatched per month | | | |
| | Min. 1 Crore documents per month | C | | |
| | More then | D | | |
| DSP03 | No of employees involved in dispatch | | | |
| | Min. 15000 | C | | |
| | More then | D | | |
| DSP04 | Document Delivery modes | | | |
| | Own Personnel | C | | |
| | Outsourced | D | | |
| | Multi-modal | D | | |
| DSP05 | Document Dispatch Time-Period - To be supported by declaration given by official of the company not below the level of Chief Executive Officer | | | |
| | Metro | C | | |
| | Upto 12 hrs | | | |
| | Upto 24 hrs | | | |
| | Upto 48 hrs | | | |
| DSP06 | Document Dispatch Time-Period - To be supported by declaration given by official of the company not below the level of Chief Executive Officer | | | |
| | Non-Metro | C | | |
| | Upto 24 hrs | | | |
| | Upto 48 hrs | | | |
| | Upto 96 hrs | | | |

TECHNICAL EVALUATION MATRIX

| S. N O | PARTICULARS | MAX MARKS | DOCUMENTARY EVIDENCE REQUIRED | MARKS AS PER BIDDER | MARKS AS PER NICL (for official use) |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------------------------|
| 1 | Bidder's no of years of experience in providing variable data printing and dispatch solutions to reputed high volume clients. 5 – 7 years | 3 | Bidder to provide orders / certificates / agreements for reputed clients proving years of experience | | |
| | 7 - 10 years | 3 | | | |
| | More than 10 years | 4 | | | |
| 2. | Bidders monthly digital printing capacity in terms of No of A4 prints on self owned machines at all locations combined. Only machines with minimum speed of 100 pages per minute will be considered 1 Crore to 2 Crores A4 prints | 3 | Self certified details of printers with their speeds to be submitted location wise. NICL reserves the right to visit and verify | | |
| | 2 Crores to 4 Crores A4 prints | 3 | | | |
| | More than 4 Crores A4 prints | 4 | | | |
| 3. | Bidders monthly Inland making capacity on self owned machines – all locations combined. Only machines with minimum speed of 10,000 inlands per hour will be considered. 1 Crore to 2 Crores inlands | 3 | Self certified details of machines with their speeds to be submitted location wise. NICL reserves the right to visit and verify | | |
| | 2 Crores to 4 Crores inlands | 3 | | | |
| | More than 4 Crores inlands | 4 | | | |
| 4. | Bidders monthly Franking & Dispatch – all locations combined. (on self owned franking machines) 50 lakhs to 1 Crore | 3 | Self certified details of machines with their speeds to be submitted location wise. NICL reserves the right to visit and verify | | |
| | 1 Crore to 2 Crores | 3 | | | |
| | More than 2 Crores | 4 | | | |
| 5. | Certification : ISO 9001:2015 (minimum requirement) | 3 | Valid Certificate copies to be submitted | | |
| | ISO 27001:2013 (minimum requirement) | 3 | | | |
| | CMMi level 3 compliant | 4 | | | |

| | | | | | |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 6. | Work Experience: Printing – No of orders of minimum value Rs 75 Lakhs per year: Upto 2 order | 5 | Copy of orders / Completion certificate from client to be provided. Email and phone no to be provided for verification | | |
| | More than 2 orders | 5 | | | |
| 7. | Number of Insurance customers currently being serviced by the bidder 1-3 | 2 | Copy of orders / agreement copies or Completion certificate from client to be provided. Email and phone no to be provided for verification | | |
| | 4-10 | 3 | | | |
| | More than 10 | 5 | | | |
| 8. | No of years of operation of Primary site at Kolkata 3 to 5 years | 3 | Documentary proof in terms of trade license / Vat registration of earlier years to be submitted | | |
| | 5 to 10 years | 3 | | | |
| | More than 10 years | 4 | | | |
| 9. | Bidder should have executed at least one Electronic dispatch of documents through SMS and Email. | 5 | Bidder to give a presentation and demo to NICL and provide client reference / work order / certificate. | | |
| | Bidder should have executed at least one interactive HTML5 document creation and delivery project for its customers | 5 | | | |
| 10. | Bidder' each facility should have atleast 2 digital black printing systems with speeds of each printer >= 100 A4 impressions per minute | 3 | Self certified details of these equipments with their speeds / capabilities to be submitted location wise. NICL reserves the right to visit and verify | | |
| | Bidder has capability for digital color printing systems at some or all of its facilities with speeds of each printer >= 100 A4 impressions per minute | 3 | | | |
| | Bidder has capability for automated booklet making facility at some or all of its facilities | 2 | | | |
| | Bidder has inhouse offset printing facility for pre-printing of stationaries | 2 | | | |
| | TOTAL | 100 | | | |
| | MINIMUM SCORE REQUIRED | 70 | | | |

Annexe 6.3 – Service Level Agreement

Draft Service Level Agreement ('SLA') between Purchaser & System Integrator

1. Purpose of this Agreement

The purpose of this SLA is to clearly define the levels of service to be provided by BIDDER to Purchaser for the duration of this contract or until this SLA has been amended.

The benefits of this SLA are to:

- Trigger a process that applies Purchaser and BIDDER management attention to some aspect of performance only when that aspect drops below an agreed upon threshold, or target
- Makes explicit the expectations that has for performance
- Helps Purchaser *control* the levels and performance of BIDDER services

This SLA is between BIDDER and Purchaser.

2. Definitions

Refer to the General Conditions of Contract

3. Description of Services Provided

BIDDER will provide a **Service** as per the requirements detailed in Scope of Work (**Section V and annexures**) of this tender document and any other incidental services such as implementation, provision of technical assistance and other such obligations of the BIDDER covered under the Contract for Business Print Solution.

4. Service Level Agreements & Targets

This section is agreed to by Purchaser and BIDDER as the key BIDDER performance indicator for this engagement. This may be reviewed and revised according to the procedures detailed in **Clause 9, SLA Change Control**.

The following section reflects the measurements to be used to track and report systems performance on a regular basis. The targets shown in the following tables are for the period of contact or its revision whichever is earlier.

The procedures in **clause 8** will be used if there is a dispute between Purchaser and BIDDER on what the permanent targets should be.

5. General principles of Service Level Agreement

- a. The NIC would go live with operations latest by last week of March 2018
- b. The Contract with the BIDDER will be for 5 years.
- c. While indicative volumes have been mentioned in this Section V – Scope of Work, the BIDDER will provide/possess required infrastructure (printing, post-printing) and allied capacities to scale up with the future business growth of NIC.
- d. The BIDDER would **PURGE** the Data Files and Print Files immediately after completion of printing activity. In case of a reprint, the source file would be provided by NIC .
- e. As security of NIC Data (raw data, printed output, stationary) is of paramount importance, the BIDDER should arrange appropriate provision for logical and physical security of NIC Data at the Hub. In case of shared hub, complete segregation should be maintained from/in shared resources so as to maintain NIC

Data security. Controls are to be determined according to Industry standards, by NIC and subject to NIC and Third Party audit.

- f. Though the primary purpose of printing in multiple Hubs is to achieve load-balancing of output, each hub have at least **100% headroom** and should be able to seamlessly take over complete operations from the other Hub; for the purpose of DR and BCP, in case of service disruption in either Hub or Both, BIDDER will be responsible to provide uninterrupted printing services (as per timelines defined in this Tender) from the other Hub or from Bidder's resources. All controls as defined in the tender and as determined by NIC during execution of the contract, will apply to such locations/resources.
- g. BIDDER should **SUBMIT/FORWARD** the prepared self-mailers etc. to the Department of Posts appropriate local post office as per the Document classification and dispatch matrix.

6. Measurements & Targets

| Measurement | | Definition | Target | Penalty |
|-------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|------------------|
| 1 | Print Hubs Setup for Business Print Solution | The BIDDER is expected to mobilize the Team, do full test run, commissioning of the Printing Solution AND Pilot Run for one cycle from the Printing Hubs with Printer, Post Printing System at each location | Within 2 calendar weeks from release of Purchase Order | |
| | | | After 2 calendar weeks from release of Purchase Order | Severity Level 7 |
| 2 | Print Content/Design & Stationary Management for Business Print Solution | The BIDDER is responsible for maintaining stock of all required consumables, as required for printing, post-printing, handling of Business Documents as defined in Section V – Scope of Work | For at least 15 calendar days volume of printing | Severity Level 7 |
| | | NIC is responsible to provide the BIDDER with change request to specifications of Stationary for Business Document | Changes has to be implemented by BIDDER within 15 working days from the date of written notice from NIC | Severity Level 4 |
| 3 | Print Management & Post-Print Handling for Business Print Solution | BIDDER is responsible for Printing, post-printing and pre-dispatch activities for each complete transaction input detail received from NIC | As applicable by the department of posts. | Severity Level 8 |
| | | BIDDER is responsible for Exception reporting for incomplete transaction input detail from NIC | Maximum ONE hour after receipt of input (NIC Data files) | Severity Level 6 |
| 4 | Dispatch for Business Print Solution | The BIDDER should be a registered bulk mailer for the Department of Posts | Within 2 calendar weeks from release of Purchase Order | |

| Measurement | Definition | Target | Penalty |
|-------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | After 2 calendar weeks from release of Purchase Order | Severity Level 6 |
| 5 | MIS for Business Print Solution | BIDDER is responsible for generation / collection of Proof of Delivery for dispatched Documents or as per the proof provided by the department of posts | Weekly submission to NIC in soft and hard format |
| | | BIDDER is also responsible for submission of MIS reports to NIC as defined in Section V – Scope of Work | Weekly submission to NIC in soft and hard format Severity Level 4 |
| 6 | Uptime for Business Print Solution | BIDDER is responsible for ensuring that the print facility – hardware / software support is available for all faults to ensure business continuity | Support services should be available 24 hours a day, 7 day a week & 365 days a year Severity Level 8 |
| | | BIDDER is responsible for ensuring that the Print Hubs are available for printing at all times | Service availability should be 24 hours a day, 7 day a week & 365 days a year Severity Level 8 |
| | | BIDDER is responsible for ensuring that Printing, Post-Printing System, allied IT infrastructure and IT sub systems availability. | Printing, Post-Printing System, allied IT infrastructure and IT sub systems availability is 99%. Severity Level 8 |
| 7 | Data Security | BIDDER would ensure that all Print Hubs are ISO-20000 & ISO-27001 compliant. | Within 6 months from the date of issue of Purchase Order. Severity Level 6 with concurrent withholding of payments till submission of compliance certificate |
| | | | More than 6 months and within 12 months from the date of issue of Purchase Order Severity Level 7 with concurrent withholding of payments till submission of compliance certificate |

7. Reporting Procedures

The SI representative will prepare and distribute SLA performance reports in an agreed upon format by the 10th working day of subsequent month of the reporting period. The reports will include “actual versus target” SLA performance, a variance analysis and discussion of appropriate issues or significant events.

Performance reports will be distributed to Purchaser management personnel as directed by Purchaser.

8. Issue Management Procedures

8.1 General

This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between Purchaser and BIDDER. Implementing such a process at the beginning of the outsourcing engagement significantly improves the probability of successful issue resolution. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels.

8.2 Issue Management Process

- Either Purchaser or BIDDER may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- Purchaser and the BIDDER's representative will determine which committee or executive level should logically be involved in resolution. A chain of management escalation is defined in Clause 12 of this document.
- A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- Management of Purchaser and BIDDER will develop a temporary, if needed, and the permanent solution for the problem at hand. The SI will then communicate the resolution to all interested parties.
- In the event a significant business issue is still unresolved, the arbitration procedures described in the Contract will be used.

9. SLA Change Control

9.1 General

It is acknowledged that this SLA may change as Purchaser's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:

- A process for negotiating changes to the SLA.
- An issue management process for documenting and resolving particularly difficult issues.
- Purchaser and BIDDER management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.

Any changes to the levels of service provided during the term of this Agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this attachment and, consequently, the Contract.

If there is any confusion or conflict between the Contract and this document, the Tender and its addendums, the Contract will supersede.

9.2 SLA Change Process

The parties may amend this SLA by mutual agreement in accordance. Changes can be proposed by either party. **The BIDDER's representative will initiate an SLA review at least bi-annually.** Normally, the forum for negotiating SLA changes will be Purchaser's monthly meetings. Unresolved issues will be addressed using the issue management process described

in Clause 8 of this document.

The BIDDER's representative will maintain and distribute current copies of the SLA document as directed by Purchaser. Additional copies of the current SLA will be available at all times to authorized parties.

9.3 Version Control

All negotiated, SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

10. Responsibilities of the Parties

10.1 BIDDER

BIDDER is responsible for delivering the services described in **Section V**, Scope of the tender document to the performance targets detailed in this document. Additionally, BIDDER is responsible for:

- Reporting problems to Purchaser management as soon as possible
- Assisting Purchaser in managing the SLA
- Providing early warning of any organizational, functional or technical changes that might affect SI's ability to deliver the services described in the SLA
- Assisting Purchaser in a timely manner in resolving production incidents

Immediate action will be taken to identify problems and follow up with appropriate action to fix them as quickly as possible.

10.2 Purchaser

Purchaser is responsible for:

- Reporting defects and problems to the Help Desk and/or the BIDDER's representative as soon as possible
- Assisting BIDDER in managing the SLA
- Providing early warning of any organizational, functional or technical changes that might affect BIDDER's ability to deliver the services described in the SLA
- Assisting BIDDER in a timely manner in resolving production incidents

11. Penalties

11.1 General

A maximum level of performance penalties is established and described below.

The framework for performance penalties as a result of not meeting the Service Level Targets are detailed below:

- A quarterly performance evaluation will be conducted using the three monthly reporting periods of that quarter.
- Performance penalties shall be levied for not meeting each of the severity levels of performance as per the following table:
- Performance Penalty for not meeting a measurement parameter for two consecutive quarters shall result in twice the penalty percentage of that respective measurement parameter.
- Maximum Penalty applicable for any quarter shall not exceed 30 % of the 'applicable fees'

for the respective quarter

- “Applicable Fees” means sum total of items in SI no. 1A, 2A, 3A, 3B, 4A & 4B of Price Schedule for the respective quarter.
- Two consecutive quarterly deductions of 30 % of the applicable fee on account of any reasons will be deemed to be an event of default and termination as per Clause 20 and 24 of the General Conditions of the Contract in Section III respectively and the consequences as provided in clause 21 of the General Conditions of the Contract shall follow.

| Severity Level | Penalty as a percentage of Quarterly payment applicable |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9 | Event of default and termination as per Clause 20 and 24 of the General Conditions of the Contract in Section III respectively and the consequences as provided in clause 21 of the General Conditions of the Contract shall follow |
| 8 | 8.0 |
| 7 | 4.0 |
| 6 | 2.0 |
| 5 | 1.0 |
| 4 | 0.5 |
| 3 | 0.4 |
| 2 | 0.3 |
| 1 | 0.2 |

12. Management Escalation Procedures & Contact Map

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure ensures that Purchaser and SI management are communicating at the appropriate levels.

Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

- Either Purchaser or BIDDER can initiate the procedure
- The “moving party” should promptly notify the other party that management escalation will be initiated
- Management escalation will be defined as shown in the contact map below
- Escalation will be one level at a time and concurrently

Contact Map

| Purchaser | SI | PHONE |
|------------------|-----------|--------------|
| | | |
| | | |

13. Signature Page

IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement to be executed by their respective authorized representatives as of the date first written above.

System Integrator

Purchaser

Signature -----

Signature -----

Name -----

Name -----

Address -----

Designation -----

Company -----

Date -----

Date -----

SECTION - VII

Commercial bid



National Insurance Company Limited

7.1 Commercial Bid Letter

- a. Price Schedule : Section 7.2

- b. Statement of Commercial Deviation : Section 7.3

Signature : _____
Name : _____
Designation : _____
Date : _____
Seal

7.2 PRICE SCHEDULE

| Printing Services at Document Printing Hub | | | | | | | | | | | | | |
|--------------------------------------------|----------------------------------------------------|----------------------------------------------------------------------------------------------------------|---------------|-------------------|----------------|--------|----------------|--------|----------------|--------|----------------|--------|----------------|
| Sl. No | Services Type | Services Description | Unit | Total Cost in INR | | | | | | | | | |
| | | | | Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |
| | | | | Cost | Applicable Tax | Cost | Applicable Tax | Cost | Applicable Tax | Cost | Applicable Tax | Cost | Applicable Tax |
| 1 | Variable Data Printing – A4 Size (excluding Paper) | | | | | | | | | | | | |
| A | | Digital B/W (Back to Back Laser Printing) | Per Sheet | | | | | | | | | | |
| B | | Digital Full Colour (Back to Back Laser or Inkjet Printing) | Per Sheet | | | | | | | | | | |
| 2 | Paper / Stationary of A4 size | | | | | | | | | | | | |
| A | | Paper for Printing – 75 GSM, with NIC logo and other content (4 color front side / 4 color back side) | Each | | | | | | | | | | |
| B | | Paper for Printing – 170 GSM, with NIC logo and other content (4 color front side only) | Each | | | | | | | | | | |
| C | | Plain Paper - 75 GSM | Each | | | | | | | | | | |
| 3 | Self Mailer or Fabrication | | | | | | | | | | | | |
| A | | Inland Letter Fabrication (Folding, Gumming) with good Quality perforation for non-policy communications | Each Document | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | |
|---|----------------------------------|------------------------------------------------------------------------------------------|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| B | | Booklet making with cover and inserting into Envelopes for policy communications | Each Booklet | | | | | | | | | | | | | | | | |
| 4 | Envelope | | | | | | | | | | | | | | | | | | |
| A | | C5 SIZE (162mm x 229mm) Envelope on 80gsm paper with Window – with 4 colour preprinting | Each Envelope | | | | | | | | | | | | | | | | |
| 5 | Dispatch Services** | | | | | | | | | | | | | | | | | | |
| A | | Franking Charge (Through approved postal licenced high speed digital machines) | Each Document | | | | | | | | | | | | | | | | |
| B | | Postage Charge (Inland Letter) | Each Document | | | | | | | | | | | | | | | | |
| 6 | Software and IT support services | | | | | | | | | | | | | | | | | | |
| A | | Data merged personalised EMAIL notification with personalised PDF attached | Each Email | | | | | | | | | | | | | | | | |
| B | | Generation of PDF files | Each PDF | | | | | | | | | | | | | | | | |
| C | | Software development and ongoing change requests for policy or non-policy communications | Lump sum per month | | | | | | | | | | | | | | | | |
| D | | Personalised SMS notification through white listed gateway | Each SMS | | | | | | | | | | | | | | | | |
| E | | Interactive HTML5 communications creation and | Each Document | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | |
|--|--------------|------------------------|--|--|--|--|--|--|--|--|--|--|--|--|
| | | electronic delivery | | | | | | | | | | | | |
| | Total | | | | | | | | | | | | | |

* Bidders need to mention the Applicable Tax Type

** If Department of Posts any other dispatch product is used in future – the bidder must assume that the same will be paid on actual applicable rate of the department of posts.

Signature of Witness

Date :

Place :

Signature of Bidder

Date :

Place :

Seal

7.3 STATEMENT OF COMMERCIAL DEVIATION(S)

Dear Sirs,

Following are the Commercial deviation(s) and variation(s) on account of the exceptions to the specifications and clauses of the Tender. These deviations and variations are exhaustive. Except these deviations and variations the entire work shall be performed as per your specifications and documents.

| Sl. No. | Section No. | Clause No. | Page No. | Statement of deviations and variations |
|----------------|--------------------|-------------------|-----------------|-----------------------------------------------|
| | | | | |

Signature of Witness

Dated :

Place :

Signature of Bidder

Dated :

Place :

Seal

SECTION - VIII

Proformas



National Insurance Company Limited

Section – VIII: Proformas

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APPENDIX A: BID SECURITY FORM

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

Whereas (hereinafter called the ‘Bidder’) has submitted its bid dated for the supply, installation, customization, commissioning, operation, providing printing and post-printing services, maintenance of the printing facility, Document dispatch services including supply of all consumables like paper, ink, etc. and other related services of Outsourcing of Output Printing and Dispatch Solution (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 National Insurance Company Limited (hereinafter called “the Purchaser”) in the sum of Rs. 50,00,000.00 only for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by day of 2018.

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, fails or refuses to :

- a) execute the work as per Contract,

and/or

- b) furnish the Performance Security,

and/or

- c) execute the contract

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 three conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 180 days from the date of opening of the tender, and any demand in respect thereof should reach the Bank not later than the above date.

(Authorised Signatory of the Bank)

APPENDIX B: PROFORMA OF BANK GUARANTEE

For Contract Performance Guarantee Bond

Ref : NIC / IT / RFP / PRINT_TO_POST / RFP / 06 / 2017

Date _____

Bank Guarantee No. _____

To

National Insurance Company Ltd.
H.O., 3, Middleton Street,
Kolkata – 700 071

1. Against contract vide Advance Acceptance of the Tender No. NIC / IT / RFP / PRINT_TO_POST / RFP / 06 / 2017 dated _____ covering Implementation of “**Business Print Solution at NIC**” (hereinafter called the said 'contract') entered into between National Insurance Company (hereinafter called "the Purchaser") and _____ (hereinafter called the **Systems Integrator 'SI'**) this is to certify that at the request of the SI we _____ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the SI of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the SI and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the SI i.e till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the SI in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the SI shall have no claim against us for making such payment.

5. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the SI from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said SI and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank

Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said SI or for any forbearance by the Purchaser to the said SI or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the SI.

Date _____

Place _____

Witness _____

Signature _____

Printed name _____

(Bank's common seal)

APPENDIX C: CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2018

AMONG

The **President of India** acting through National Insurance Company (hereinafter referred to as **Purchaser**) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the First Part.

AND

The Party _____ (hereinafter referred to as the **Systems Integrator or "SI"**) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted assigns having its registered office at _____ of the Second Part.

AND

The Party _____ (hereinafter referred to as the **Print OEM**) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted assigns having its registered office at _____ of the Third Part.

Each individually referred to as the "Party" and collectively as "Parties"

WHEREAS

- (a) The Purchaser had invited bids *vide* their Tender _____ (hereinafter referred to as 'Tender') for "**Implementation of Business Print Solution at NIC**".
- (b) The SI had submitted its proposal dated _____ (hereinafter referred to as the 'Bid') for the provision of such systems and services in accordance with its proposal as set out in its Bid and in accordance with the terms and conditions of the Tender and this Contract.
- (c) The Purchaser has agreed to appoint the SI for the provision of such systems and services and the SI has agreed to provide Goods and Services as are represented in the Bid, including the terms of this Contract, the Annexure and Schedules attached hereto and in accordance with the terms of the Tender, and in terms of the discussions, negotiations and clarifications in relation to the implementation of the scope of work and the contract.
- (d) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, for implementation of this contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Invitation for Bids
 - (b) the Instruction to Tenderers
 - (c) the General Conditions of Contract

- (d) the PQB Forms
 - (e) the Scope of Work & Technologies
 - (f) the Technical Bid and Annexure
 - (g) the Commercial Bid and Annexure
 - (h) the Proformas
3. In consideration of the payments to be made by the Purchaser to the SI as hereinafter mentioned, the SI hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 4. The Purchaser hereby covenants to pay the SI in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed, Sealed and Delivered

For and on behalf of: _____ **(the Purchaser)**

By: _____

In the presence of: _____

Signed, Sealed and Delivered

For and on behalf of: _____ **(the SI)**

By: _____

In the presence of: _____

Signed, Sealed and Delivered

For and on behalf of: _____ **(the Print OEM)**

By: _____

In the presence of: _____

APPENDIX D: NON-DISCLOSURE AGREEMENT

WHEREAS, we the undersigned Tenderer, _____, having our principal place of business/ registered office at _____, hereinafter referred to as the **TENDERER**, are desirous of bidding for Tender No. NIC / IT / RFP / PRINT_TO_POST / RFP / 06 / 2017 dated _____ covering "**Implementation of Business Print Solution at NIC**" (hereinafter called the said 'Tender') to National Insurance Company, having its office at National Insurance Company Ltd., H.O., 3, Middleton Street, Kolkata – 700 071, hereinafter referred to as **NIC** and,

WHEREAS, the TENDERER is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by NIC in the Tender documents during the bidding process and thereafter, or otherwise (**confidential information** for short) is privileged and strictly confidential and/or proprietary to NIC,

NOW THEREFORE, in consideration of the foregoing, the TENDERER agrees to all of the following conditions, in order to induce NIC to grant the TENDERER specific access to NIC's confidential information, property, information systems, network, databases and other data.

IT IS HEREBY AGREED AS UNDER:

- a) The TENDERER agrees to hold in trust any confidential information received by the TENDERER, as part of the Tendering process or otherwise, and the TENDERER shall maintain strictest of confidence in respect of such confidential information. The TENDERER also agrees:
- (i) to maintain and use the confidential information only for the purposes of bidding for this Tender and thereafter only as permitted herein;
 - (ii) to only make copies as specifically authorized by the prior written consent of NIC and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - (iii) to restrict access and disclosure of confidential information to such of their employees, agents, consultants and representatives strictly on a "need to know" basis, to maintain confidentiality of the confidential information disclosed to them in accordance with this clause; and
 - (iv) to treat confidential information as confidential unless and until NIC notifies the Tenderer of release of its obligations in relation to the said confidential information.
- b) Confidential information does not include information which:
- (i) the TENDERER knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - (ii) is independently developed by the TENDERER without breach of conditions under this Tender;
 - (iii) information in the public domain as a matter of law;
 - (iv) is received from a third party not subject to the obligation of confidentiality with respect to such information;
 - (v) is released from confidentiality with the written consent of NIC.

The TENDERER shall have the burden of proving hereinabove are applicable to the information in the possession of the TENDERER.

- c) Notwithstanding the foregoing, the TENDERER acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the TENDERER's personnel to be present on premises of NIC or may require the TENDERER's personnel to have access to software, hardware, computer networks, databases and storage media of NIC while on or off premises of NIC. It is understood that it would be impractical for NIC to monitor all information made available to the TENDERER's personnel under such circumstances and to provide notice to the TENDERER of the confidentiality of all such information. Therefore, the TENDERER agrees that any technical or business or other information of NIC that the TENDERER's personnel, representatives or agents acquire while on NIC premises, or through access to NIC computer systems or databases while on or off NIC premises, shall be deemed confidential information.
- d) Confidential information shall at all times remain the sole and exclusive property of NIC. Upon completion of the Tendering process and/or termination of the contract, confidential information shall be returned to NIC or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of NIC. Nothing contained herein shall in any manner impair rights of NIC in respect of the confidential information.
- e) In the event that the TENDERER hereto becomes legally compelled to disclose any confidential information, the TENDERER shall give sufficient notice to NIC to enable NIC to prevent or minimize to the extent possible, such disclosure. TENDERER shall not disclose to a third party any confidential information or the contents of this Tender without the prior written consent of NIC. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the TENDERER applies to its own similar confidential information but in no event less than reasonable care.
- f) The obligations herein shall survive the completion or cancellation of the Tendering process.

For and on behalf of: _____ (TENDERER)

Authorised Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

APPENDIX E: INTEGRITY PACT

Bidder has to sign an Integrity pact as provided in the tender document, in original and should be submitted along with Technical bid.

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 (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 of fairness/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.

c) 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.

(2) 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 NIT/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.

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 Section 3, without prejudice to any other legal right or remedy so available to the PURCHASER.

Section 9: Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the PURCHASER, i.e Kolkata.

(2) Changes and supplements as well as termination notice need to be made in writing.

(3) If the Bidder/Contractor is a partnership, this agreement must be signed by all partners.

(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)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____
