

NIC/IT/RFP/Procurement/Empanelment\_Nw&Sec/RFP/03/2018

RFP for Empanelment/Procurement of/from Vendor for Network & Security solutions

## Volumes I, II



### NATIONAL INSURANCE COMPANY LIMITED

Registered and Head Office: 3, Middleton Street, Kolkata – 700 071  
Phone No: 2283-1728 / 39 Fax No: 2283-1740

[www.nationalinsuranceindia.com](http://www.nationalinsuranceindia.com)

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**Volume - I****Important Dates and Information**

Bid Reference	<b>Master Document with RFP Number: NIC/IT/RFP/Procurement/Empanelment _Nw&amp;Sec/RFP/03/2018</b>
Date of Commencement of Bid	<b>02-04-2018</b>
Last Date till which Bid can be procured and Bidder can register at the TCIL site	<b>15-05-2018 upto 03:00 PM (day prior to submission of bid)</b>
Date and Time for request for clarification of Bids	<b>17-04-2018, upto 5:45 PM</b>
Date and Time for Pre-Bid Meeting	<b>18-04-2018, at 03:00 PM</b>
Date and Time for publication of clarification, if required	<b>On or before 02<sup>th</sup> May, 2018 at <a href="http://www.nationalinsuranceindia.com">www.nationalinsuranceindia.com</a></b>
Date and Time for Receipt of Bids	<b>16-05-2018 upto 03:00 PM</b>
Time and Date of Opening of Bid	<b>16-05-2018 at 04:00 PM</b>
Place of Opening of Bid	IT Department National Insurance Company Ltd. 3 Middleton Street, 4 <sup>th</sup> floor, Kolkata - 700 071 Phone No: 2283-0795 Fax No: 2283-1740 Email: <a href="mailto:rs.raman@nic.co.in">rs.raman@nic.co.in</a>
Date till which the Bid is	1 (one) year from the date of opening of the Commercial Bids
Address for all Communication, including <b>request for clarification</b> , if required	Chief Manager - IT, IT Department National Insurance Company Ltd. 3 Middleton Street, 4 <sup>th</sup> floor, Kolkata - 700 071 Phone No: 2283-0795 Fax No: 2283-1740 Email: <a href="mailto:rs.raman@nic.co.in">rs.raman@nic.co.in</a> CC: <a href="mailto:utkarsh2.gupta@nic.co.in">utkarsh2.gupta@nic.co.in</a>
Bank Details of NIC Head Office	
Name as per Bank Account	: National Insurance Company Limited
Bank Account Number	: 417953111
Type of Account	: Current Account
Name of the Bank	: Indian Bank
Name of the Branch	: Russell Street, Kolkata – 700071
MICR Number of the Branch	: 700019018
IFSC No. of the Branch	: IDIB000R024

## 1 Overview

### 1.1 About National Insurance Company Ltd.

**National Insurance Company Limited** (hereinafter referred to as **NIC**), with its registered office in Kolkata, is of the leading public sector insurance companies of India. It was incorporated in 1906 and nationalized in 1972, before operating as a Government of India undertaking from 2002. National Insurance Company Ltd (NIC) is one of the leading public sector insurance companies of India, carrying out non life insurance business. Headquartered in Kolkata, NIC's network of about 1000 offices, manned by more than 16,000 skilled personnel, is spread over the length and breadth of the country covering remote rural areas, townships and metropolitan cities. NIC's foreign operations are carried out from its branch offices in Nepal.

NIC transacts general insurance business of Fire, Marine and Miscellaneous insurance. Befittingly, the product ranges, of more than 200 policies offered by NIC cater to the diverse insurance requirements of its 14 million policyholders. Innovative and customized policies ensure that even specialized insurance requirements are fully taken care of.

### 1.2 Background

In order to cater to the newer dimensions of insurance and matching customer expectations, NIC took up transformation of its business processes using IT as the key enabler for its day to day operations. NIC completed the re-design of its core business processes and is in the process of implementation of the "Enterprise Architecture Solution for Insurance" (hereinafter referred to as EASI).

EASI is a centralized application suite consisting of more than 20 applications. Contrary to the earlier application, which was decentralized, EASI requires uninterrupted connection to the centralized servers hosted at NIC's Data Centre (DC).

### 1.3 Objectives of the RFP

NIC through this RFP invites reputed System Integrators (SIs) who have credentials of having implemented Enterprise Grade Network & Security Equipments/Software/Licenses in BFSI//PSU/Government Sector in DC/DR environment to empanel themselves for supply, upgrade, installation/implementation, configuration, commissioning, maintenance / support of Enterprise Grade Network and Security Equipments/Software/Licenses as-and-when-required by NIC. Once eligible SIs are empaneled, the panel will be live for a period of three years and NIC may approach the empaneled SIs for "Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC".

### 1.4 RFP Documents

As such, this Master Document has been segregated into two volumes.

The RFP and subsequent procurement/s from empanelled vendors are governed by the general details, Terms, Conditions, Format of Contract etc as laid down in the Master Document, as well as Volume-II (subject to modification in respect of such subsequent procurement/s).

Volumes and sections of this Master Document:

A. Volume I

1. the Overview
2. General Terms and Conditions (GT&C) for the RFP

## B. Volume II

1. the Instruction to Bidders
2. the Scope of Work
3. the Roles and Responsibilities
4. the Annexures

**1.5 GT&C – Instructions to Bidders:**

A	<p>Intending Bidders who satisfy the eligibility criteria laid down under the Volumes II of this document can bid for the RFP as in the mentioned Volume. Intending Bidders may also download this document from the company's website (<a href="http://www.nationalinsuranceindia.com">www.nationalinsuranceindia.com</a>) between dates (refer – Section Important Dates and Information) and the Bidder has to submit a non refundable RFP Document Fee of of <b>Rs. 25,000/- only (Rupees Twenty Five Thousand only)</b> to National Insurance Company Limited payable through NEFT/RTGS only <b>prior to Pre-Bid Meeting Date</b>.</p> <p>Non-furnishing of RFP Document Fee/s, till the time of submission of the bid will disqualify the bidder.</p> <p><b>A copy of proof of payment of non-refundable RFP Fee has to be emailed to the following ids;: <a href="mailto:rs.raman@nic.co.in">rs.raman@nic.co.in</a>, CC: <a href="mailto:utkarsh2.gupta@nic.co.in">utkarsh2.gupta@nic.co.in</a></b></p>
B	<p>Intending Bidders who wish to participate in the Pre-Bid Meeting shall submit the proof of payment of non-refundable RFP Document Fee of of <b>Rs. 25,000/- only (Rupees Twenty Five Thousand only)</b> to National Insurance Company Limited payable through NEFT/RTGS only, <b>prior to the Pre-Bid Meeting Date</b>.</p> <p>Only authorized representative of Bidder is allowed to participate in the pre-Bid meeting. Documentary proof of payment of the RFP Document Fee by intending bidders by mail/hard copy, is a pre-requirement for participation in the Meeting.</p>
C	<p><b><u>After Empanelment of Bidders and at the time of Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC:</u></b></p> <p>Once empanelled, NIC may approach the empanelled Vendors for supply of Enterprise Grade Network &amp; Security Equipments/solutions, with minimum technical specifications and commercial bid format for the products/solutions that NIC intends to procure, on as-and-when-required basis. The empanelled Bidder in his response may choose to submit Technical and Commercial Bid for the said.</p> <p>The empanelled Bidder should be agreeable to hold the price and configuration for a period of at least one year (of the item/s under such subsequent procurement/s) from the date of opening of Commercial Bid, and in case there occurs any change in the specifications on account of the Equipments/Software/Licenses offered/ordered for being phased out from the market, should be able to supply solution and systems of higher configuration at the same prices agreed to, in respect to the Commercial Bid.</p>
D	<p><b><u>After Empanelment of Bidders and at the time of Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC:</u></b></p> <p>The empanelled Bidder can submit only one Technical and Commercial Bid offering only one combination of solution and products. If any Bidder quotes multiple offers under each item, his bid will be summarily rejected.</p>
E	<p><b><u>After Empanelment of Bidders and at the time of Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC:</u></b></p> <p>Intending empanelled Bidders are required to quote for all the items quoted for. Failure to quote for any one or more items or not mentioning the prices of each item separately in</p>

	the Commercial Bid will disqualify the empanelled Bidder from such subsequent procurement.
F	<p><b><u>After Empanelment of Bidders and at the time of Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC:</u></b></p> <p>Each Commercial Bid must be accompanied with an Earnest Money Deposit (EMD) of appropriate value (as determined by NIC, during Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC) by way of BG/DD/NEFT/RTGS in favour of National Insurance Company Limited, refer NIC Bank details mentioned above. Non-furnishing of EMD will disqualify the bidder.</p> <p>The EMD would be returned without any interest to the unsuccessful Bidders on receipt of written application, within 90 days of award of Purchase Order to the Successful Bidder.</p> <p>The EMD will be refunded/returned to the successful Bidder on production of a performance guarantee.</p> <p>The EMD will be forfeited if the successful Bidder refuses to accept purchase order or having accepted purchase order fails to carry out his obligations mentioned therein. Additionally, such bidder will be blacklisted and barred from participating in any future RFPs' of NIC.</p> <p>No interest on EMD will be paid to either Successful or Unsuccessful Bidder.</p>
G	The company reserves the right to accept / reject any / all offers without assigning any reason whatsoever. The decision of the Company in selecting the bidder would be final and conclusive.
H	The consultants of NIC or their sister concerns will not be permitted to participate in these bid/s.
I	RFP Document/s is/are not Transferable.
J	<p>The <b>RFP for Empanelment of Vendor</b> will be in <b>one</b> Part, viz., Qualification Bid</p> <p><b>Bidders have to submit their Bid online, on or before the last date and time mentioned in RFP.</b></p> <p><b>Details of the procedure to be followed for online, is available in Annexure-12 (Volume-II). Bidders have to abide by the same.</b></p>
K	<p>NIC shall evaluate Qualification Bid first and empanel the bidders who qualify.</p> <p>NIC reserves the right to change or relax the eligibility criteria to ensure inclusivity. No further discussion/ interface will be granted to bidders whose bids have been disqualified.</p> <p>The evaluation by NIC will be undertaken by a committee and its decision is final.</p>
L	<p>The Qualification Bid of the Bidder should be submitted <b>online</b>. Along with the online submission, the following should be submitted offline in separate sealed cover super-scribed "Original".</p> <p>A <b>CD</b> containing soft copy of the Qualification Bid and <b>Qualification Bid and supporting documents in hard copy</b> should be enclosed in one cover and sealed. This cover should be super-scribed with the wording "DO NOT OPEN BEFORE _____" "Qualification bid for <b>NIC/IT/RFP/Procurement/Empanelment_Nw&amp;Sec/RFP/03/2018</b>".</p> <p><b>Supporting documents have to be indexed and page numbers, paragraph numbers referenced with the <u>prescribed format</u> of the PQ Bid.</b></p> <p>Only one representative of the bidder can be present for the opening of the Qualification Bid. If the representative of the bidder is not present at the venue on the scheduled date and time, NIC will proceed with opening of the Bid.</p>

M	<p><b><u>After Empanelment of Bidders and at the time of Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC:</u></b></p> <p><b><u>The invitation to empanelled Vendor for such subsequent procurement/s shall follow this empanellment Bid Reference viz.</u></b>  <b>NIC/IT/RFP/Procurement/Empanelment_Nw&amp;Sec/RFP/03/2018.</b></p> <p><b>For each type of subsequent procurement/s from Vendors thus empanelled, a serial number will be appended to the main reference e.g.</b>  <b>NIC/IT/RFP/Empanelment_Nw&amp;Sec”&lt;Serial Number.....&gt;”/RFP/03/2018</b></p> <p>The Technical Bid of the Empanelled Bidder should be submitted <b>online</b>. Along with the online submission, the following should be submitted in separate sealed cover super-scribed “Original”.</p> <p>A <b>CD</b> containing soft copy of the Technical bid and <b>Technical Bid and supporting documents in hard copy</b> should be enclosed in one cover and sealed. This cover should be super-scribed with the wording “DO NOT OPEN BEFORE _____”and “Technical bid for <b>NIC/IT/RFP/Empanelment_Nw&amp;Sec”&lt;Serial Number.....&gt;”/RFP/03/2018.</b></p> <p>The Technical Bid must be submitted in an organized and structured manner.</p> <p><b>Supporting documents have to be indexed and page numbers, paragraph numbers referenced with the <u>prescribed format</u> of the Technical Bid. Unpriced BoQ to be provided.</b></p> <p>It is mandatory to submit the technical details in the prescribed formats duly filled in. <b>NIC, at its discretion, may not evaluate a Technical Bid in case of non-submission or partial submission of technical details.</b></p> <p>The corrections or alterations, if any should be authenticated. In the case of the corrections/alteration are not properly authenticated, the offer will be rejected.</p> <p>Technical details must be completely filled up containing correct technical information of the product being offered. Filling up of the forms using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” are not acceptable to NIC. <b>Offers not adhering to these guidelines may not be accepted by NIC.</b></p> <p>No brochures/leaflets etc. should be submitted in loose form.</p> <p>Prices <b>must not be indicated</b> in the Technical Bid.</p> <p>Only one representative of the empanelled bidder can be present for the opening of the Technical Bid on the specified date and time. If the representative of the empanelled bidder is not present at the venue on the scheduled date and time, NIC will proceed with opening of the Bid.</p> <p>Technically qualified bids will be taken up for further processing and the Commercial Bids of the empanelled and technically qualified bidders will be opened in the presence of the bidders’ representative on separate date and time which will be notified separately. If the representative of the empanelled and technically qualified bidder is not present at the venue on the scheduled date and time, NIC will proceed with opening of the Bid.</p>
N	<p><b><u>After Empanelment of Bidders and at the time of Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC:</u></b></p> <p>The Commercial Bid of the empanelled and technically qualified Bidder should be submitted <b>online</b>. Along with the online submission, the following should be submitted in separate sealed cover super-scribed “Original”.</p>

	<p>A <b>CD</b> containing soft copy of the Commercial bid and <b>Commercial Bid in hard copy</b> should be enclosed in one cover and sealed. This cover should be super-scribed with the wording “DO NOT OPEN BEFORE _____” and “Commercial bid for <b>NIC/IT/RFP/Empanelment_Nw&amp;Sec/”&lt;Serial Number.....&gt;”/RFP/03/2018.</b></p> <p>The price quoted should be in Indian rupees only. The prices offered shall be on a fixed price basis and should not be linked to the Foreign exchange.</p> <p>Prices are to be indicated <b>only in the prescribed format</b> in Commercial Bid. <b>No information should be kept blank and no options should be quoted. Offer should be in strict conformity with the prescribed format.</b></p> <p>In case of deviation, the bid is <b>liable to be disqualified.</b></p>
O	<b>All the covers namely Technical Bids and Commercial Bids prepared as above are to be put in a single sealed cover super scribed with the wordings “RFP No: for NIC/IT/RFP/Empanelment_Nw&amp;Sec/”&lt;Serial Number.....&gt;”/RFP/03/2018., Due Date and the wordings “DO NOT OPEN BEFORE _____”.</b>
P	All the covers thus prepared should also indicate clearly the name and address of the Bidder. Contents of each of the innermost envelopes must be bound properly.
Q	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process
R	<b>Address for all communication is given in Table, Important Dates and Information. In case of deviation, the bid is liable to be disqualified.</b>

**2 GT&C - Common Definitions for the RFP:** In this Master Document the following terms shall be interpreted as indicated below:

A	‘NIC’ means National Insurance Company Limited.
B	The ‘Purchaser’ means National Insurance Company Limited.
D	<p><b><u>After Empanelment of Bidders and at the time of Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC:</u></b></p> <p>The term ‘Contract’ or ‘Agreement’ are interchangeable and means the respective Contract or Agreement to be signed by the Successful Bidder (from amongst the list of empanelled Bidders) and NIC in respect of “<b>Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC</b>” and as recorded in the Contract Form signed by the Purchaser and the Supplier, including all attachments and Annexure thereto and all documents incorporated by reference therein. The contract will also covers the General Terms and Conditions and other points mentioned in this document.</p> <p>Specimen of the Contract has been given in Volume-I.</p>
E	The terms ‘Service Provider/System Integrator/Authorised Channel Partner/Partner/Supplier/Contractor’ are interchangeable and means the person or the firm or the company who are reputed SIs who have credentials of having implemented Enterprise Grade Network & Security Equipments/solutions in BFSI//PSU/Government Sector in DC/DR environment to empanel themselves for supply, upgrade, installation/implementation, configuration, commissioning, maintenance / support of Enterprise Grade Network and Security Equipments/Solutions in subsequent specific procurements as-and-when-required by NIC, And shall be deemed to include the Partner’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 RFP.
F	The term ‘Bidder’ means ‘Service Provider/System Integrator/Authorised Channel Partner /Partner/Supplier’ and is interchangeable.

	<p>The term ‘Supplier’ also includes Original Equipment Manufacturer (OEM) wherever applicable.</p> <p><b><u>After Empanelment of Bidders and at the time of Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC:</u></b></p> <p>At the time of issuance of Purchase Order and signing of Contract in respect of “<b>Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC</b>”, the successful Bidder may be termed as ‘Supplier’ or ‘Vendor’.</p> <p>The Bidder who has signed the bid in respect of <b>NIC/IT/RFP/Procurement/Empanelment_Nw&amp;Sec/RFP/03/2018</b>, and in respect of “<b>Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC</b>” under <b>NIC/IT/RFP/Empanelment_Nw&amp;Sec/ &lt;Serial Number.....&gt;/RFP/03/2018</b>, should clearly indicate the capacity in which he / she has signed the bid and the company or firm shall be bound by his / her signature.</p>
G	The “Authorized Representative” shall mean any person/agency authorized by either of the parties.
H	<p><b><u>After Empanelment of Bidders and at the time of Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC:</u></b></p> <p>The ‘Bid Price/Contract Price’ means the ‘Grand Total Price’ payable to the successful Bidder/supplier/Authorized Partner net of discount (if any), liquidated damages (if any) under the contract in respect of “<b>Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC</b>”, <b>Bid Reference/s NIC/IT/RFP/Empanelment_Nw&amp;Sec/ &lt;Serial Number.....&gt;/RFP/03/2018</b>, and these presents for the full and proper performance of the contractual obligations of the Supplier/Authorized Partner</p>
I	The ‘Contract Value’ means the real cost in respect of the “ <b>Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC</b> ”, <b>Bid Reference/s NIC/IT/RFP/Empanelment_Nw&amp;Sec/ &lt;Serial Number.....&gt;/RFP/03/2018</b> including all related Services, Software, Hardware and other accessories to be supplied and installed and related services by the Supplier.
J	“Rates/Prices” means prices of supply of equipment and services quoted by the Bidder in the Commercial Bid submitted by him in respect of the “ <b>Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC</b> ”, <b>Bid Reference/s NIC/IT/RFP/Empanelment_Nw&amp;Sec/ &lt;Serial Number.....&gt;/RFP/03/2018</b> and/or mentioned in the Contract
K	“LOI” means issuing of Letter of Intent which shall constitute the intention of the Purchaser to place the purchase order with the successful empanelled bidder in respect of “ <b>Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC</b> ”, <b>Bid Reference/s NIC/IT/RFP/Empanelment_Nw&amp;Sec/ &lt;Serial Number.....&gt;/RFP/03/2018</b> .
L	The ‘Order’ means the Purchase Order issued in favour of the empanelled Supplier in respect of “ <b>Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC</b> ”, <b>Bid Reference/s NIC/IT/RFP/Empanelment_Nw&amp;Sec/ &lt;Serial Number.....&gt;/RFP/03/2018</b> .
M	The term ‘Goods/Solution’ are interchangeable and means all the deliverables complying with technical requirements specified in “ <b>Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC</b> ”, <b>Bid Reference/s NIC/IT/RFP/Empanelment_Nw&amp;Sec/ &lt;Serial Number.....&gt;/RFP/03/2018</b> and as applicable under Scope of Work in respect of <b>said procurement</b> , which the empanelled Supplier is required to supply, upgrade, install/implement, configure, commission, maintain/support at the various locations of the Purchaser under the order/contract in respect of “ <b>Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC</b> ”, <b>Bid Reference/s NIC/IT/RFP/Empanelment_Nw&amp;Sec/ &lt;Serial Number.....&gt;/RFP/03/2018</b> .



	The term 'Solution' shall also include 'Service' such as successful supply, upgrade, installation/implementation, configuration, commissioning, maintenance/support and such obligations of the Supplier covered under the order/contract including services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, and are complying with requirements specified in this document, within defined timelines and as per defined matrices, and as applicable under Scope of Work in respect of <b>“Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC”, Bid Reference/s NIC/IT/RFP/Empanelment_Nw&amp;Sec/”&lt;Serial Number.....&gt;”/RFP/03/2018.</b>
N	Integration' means seamless combination of existing infrastructure with newly procured infrastructure/solution without any gap as applicable under Scope of Work and Minimum Technical Specifications in respect of <b>“Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC”, Bid Reference/s NIC/IT/RFP/Empanelment_Nw&amp;Sec/”&lt;Serial Number.....&gt;”/RFP/03/2018.</b>
O	“Site” shall mean the location(s)/NIC Offices for which the Contract has been issued in respect of <b>“Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC”, Bid Reference/s NIC/IT/RFP/Empanelment_Nw&amp;Sec/”&lt;Serial Number.....&gt;”/RFP/03/2018</b> and where the service shall be provided as per Contract/Agreement.
P	The term “Network Operation Center” or “NOC” means facility exclusively used by the Bidder for proactive ongoing management, monitoring and control of Network Equipments and Links, using standard NMS Tools.  The term “Security Operation Center” or “SOC” means facility exclusively used by the Bidder for proactive ongoing management and monitoring of Information Security Policies/IT Resources in terms of its guidelines, architecture, configurations, recommendations, updates and compliances as defined in ISO 27001 Standards. The proactive management and monitoring should be carried out using standard Tools including but not limited to Security Incident Event Management.  The term “NOC” or “SOC” means premises owned/leased/hired/rented by the bidder and used exclusively for NOC or SOC operations by the bidder to service their clients.
Q	“Documentary evidence” means any matter expressed or described upon any substance by means of letters, figures or marks intended to be used for the recording of that matter and produced before a court.
R	NIC reserves the right to extend the last date/time for submission of bids or modify / relax the conditions stipulated in this document through email and/or website information update.

**3 GT&C - Price Schedule – (Applicable for “Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC”)**

<b>“Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC”:</b>	
A	All quotes are to conform to the format as per Price Schedule also referred as Commercial Bid in respect of <b>“Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC”, Bid Reference/s NIC/IT/RFP/Empanelment_Nw&amp;Sec”&lt;Serial Number.....&gt;”/RFP/03/2018.</b>
B	All Inclusive Price of the Solution in respect of <b>“Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC”, Bid Reference/s NIC/IT/RFP/Empanelment_Nw&amp;Sec”&lt;Serial Number.....&gt;”/RFP/03/2018</b> will comprise of all Services, Hardware and accessories where applicable, license fees of all required software including OS licenses for 5 Years where applicable, On-Site Comprehensive Warranty (as per Specified Periods) where applicable, and should take into account price/charges as specified in the Commercial Bid, in respect of <b>NIC/IT/RFP/Empanelment_Nw&amp;Sec”&lt;Serial Number.....&gt;”/RFP/03/2018.</b>
C	The empanelled bidder in respect of <b>“Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC”, Bid Reference/s NIC/IT/RFP/Empanelment_Nw&amp;Sec”&lt;Serial Number.....&gt;”/RFP/03/2018</b> may also be required to quote Commercials for Manpower, for the purpose of managing the requirements as under Scope of Work in respect of “Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC”.
D	The ‘Grand Total’ Price as specified in Price Schedule or Commercial Bid in respect of <b>“Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC”, Bid Reference/s NIC/IT/RFP/Empanelment_Nw&amp;Sec”&lt;Serial Number.....&gt;”/RFP/03/2018</b> must take into consideration all the components required in respect of Volume-II.
E	Any other taxes / levies such as octroi / entry tax etc., payable at the place of delivery will be reimbursed on actual basis (wherever applicable at the place of delivery) subject to production of original document / receipt issued by appropriate authority. In case any waybill or road permit is to be obtained, the Supplier shall make necessary arrangements for obtaining the same.
F	The Supplier is required to submit their bids after carefully examining the documents/conditions in respect of either or all the Volumes. The Supplier must obtain for himself on his own responsibility and at his own expenses all the information necessary to enable him to prepare and submit a proper quotation.
G	It will be the responsibility of the Supplier to take care of all formalities, if any, necessary as per orders of any government/non-government authority in force at the point of time of delivery.
H	The Selection of Supplier would be through the process as laid down in <b>Section - 5</b>
I	The detailed breakup of price quotes is to be furnished along with the Price Schedule by the Bidder in respect of <b>“Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC”, Bid Reference/s NIC/IT/RFP/Empanelment_Nw&amp;Sec”&lt;Serial Number.....&gt;”/RFP/03/2018.</b>

J	<p>The Supplier shall agree to maintain the price and configuration of all the components supplied in respect of “<b>Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC”, Bid Reference/s NIC/IT/RFP/Empanelment_Nw&amp;Sec/“&lt;Serial Number.....&gt;”/RFP/03/2018</b> from the date of opening of the Commercial Bid specific to such procurement.</p> <p>However, should there be a fall in the prices between the date of submission of bid and the date of delivery of the Solution ordered for, on account of revision in prices in Services, Hardware / Software and any other components or on account of revision in duties and taxes or for any other reason whatsoever, the benefit shall be passed on to NIC.</p> <p>Similarly, if model of any product related to the Solution ordered for in respect of the RFP is replaced in the market by models of better technology or configuration before it is delivered, delivery should be of the latest configuration / technology without any price implication.</p>
K	<p>Repeat order of any of the components in respect of “<b>Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC”, Bid Reference/s NIC/IT/RFP/Empanelment_Nw&amp;Sec/“&lt;Serial Number.....&gt;”/RFP/03/2018</b>, may be placed with the Supplier within a period of <b>24 Months</b> from the time of placement of the first Order. Any repeat purchase order from NIC to Supplier for procurement of additional components of the solution, after passage of one year from initial purchase order would be subject to the Exchange Rate Variation Clause.</p> <p>Also refer <b>Section - 3 J</b>.</p>

#### 4 GT&C – Bidder to Note:

<p><b>For “Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC”, Bid Reference/s NIC/IT/RFP/Empanelment_Nw&amp;Sec/“&lt;Serial Number.....&gt;”/RFP/03/2018:</b></p>	
A	<p>The Bidder/Supplier would maintain appropriate and adequate stand-by equipment and spares for maintenance during the entire On-Site Comprehensive Warranty, AMC period in respect of the itmes procured as part of such subsequent procurement/s.</p> <p><b>OEM’s Part Code for the entire Warranty and AMC period has to be specified, as applicable. Unpriced Bill of Material is to be submitted with the Technical Bid.</b></p>
B	<p>The Bidder should enclose a Letter of Authority in favour of ‘NIC’ from the original manufacturers (MAF) as per format provided, and where required as per conditions.</p>
C	<p>Bids without proper authorization from the Original Equipment Manufacturer (OEM) in respect of such subsequent procurement/s shall be treated as non-responsive and rejected forthwith.</p>
D	<p>Arithmetical errors may be rectified on the following basis:</p> <ol style="list-style-type: none"> <li>If there is a discrepancy between the unit price and total price, whichever is lower will be taken into account at the time of commercial bid evaluation.</li> <li>If there is discrepancy between words and figures, the lower-most figure will prevail.</li> <li>Where only total price has been provided, NIC will derive unit price based on division of the total price by the number of units.</li> <li>If tax amount does not corroborate with the tax percentage mentioned in the price bid, the tax percentage prevails and amount shall be corrected up to two decimals.</li> </ol> <p>If the Bidder does not accept this procedure, the bid may be rejected.</p> <p>A bid determined not substantially responsive will be rejected by the purchaser and cannot be made subsequently responsive.</p>

E	No consideration will be given to a bid in respect of such subsequent procurement/s received after the date and time stipulated by 'NIC' and no extension of time will normally be permitted for submission of bids.
F	Overwriting without proper authentication is not permitted in filling up the bids and may entail rejection of the bids. No price variation/adjustment or any other escalation will be otherwise entertained, unless as per terms of <b>Section - 7</b> .
G	<b>The empanelled Bidder undertakes that in competing for the RFP and if the award is made to the Bidder in executing the contract, the Bidder will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".</b>
H	Canvassing in connection with bids is strictly prohibited and bids submitted by Bidders who resort to canvassing are liable to be rejected.  <b>Any effort by a Bidder to influence NIC in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid and blacklisting from participation in future RFPs'.</b>
I	<b>Bidder has to sign an Integrity Pact as provided in the RFP document, in original and the same should be submitted along with Technical bid as per the format provided in Section - 56</b>
J	<b>NATIONAL INSURANCE CO. LTD. DOES NOT BIND ITSELF TO ACCEPT ANY QUOTATION/BID AND RESERVES THE RIGHT TO ACCEPT/REJECT ANY QUOTATION/BID WITHOUT ASSIGNING ANY REASONS THEREFOR.</b>

**5 GT&C – Selection of Supplier:** Supplier will be selected by following the steps given as under:

A	The RFP for Empanelment of Vendor will be in one Part, viz., Qualification Bid.  <b>Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC, under Bid Reference/s NIC/IT/RFP/Empanelment_Nw&amp;Sec/"&lt;Serial Number.....&gt;"/RFP/03/2018 will be in 2 Parts only, Technical and Commercial bid.</b>
B	The Bidders who qualify in the Qualification stage will be intimated of their empanelment.  For <b>Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis</b> , NIC will issue a Minimum Technical Specification along with the Commercial Bid format, under <b>Bid Reference/s NIC/IT/RFP/Empanelment_Nw&amp;Sec/"&lt;Serial Number.....&gt;"/RFP/03/2018. Empanelled Bidders may choose to respond to that.</b>
C . 1	For such <b>Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC</b> , the Technical bids submitted by the empanelled bidders will be evaluated first. This process will consist of:
C . 2	Evaluation of the Technical Bid submitted along-with compliance to the Minimum Technical Specifications mentioned for each of the products/solutions, as applicable. Wherever details have been asked for, specific responses should be provided by the bidder.
C . 3	Presentation by the bidders on their solution and understanding of the Project, if required by NIC.
C . 4	Demonstration of functionalities as per NIC's requirements, if required by NIC.
C . 5	Visit to bidder's NOC, SOC and/or Customer Locations, if required by NIC. Any cost associated with the visit to bidder's NOC, SOC and/or Customer Locations by NIC Officials will be borne by NIC.  However, in case the site is not ready and NIC Officials are required to make subsequent visits, then the cost for the same is required to be borne by the bidder.

C 6	NIC will shortlist the bidder(s) based on technical evaluation as mentioned above. In case, the bidders <b>are not able to comply with all technical specifications</b> , functionalities during the technical evaluation, the proposal will not be considered by NIC for commercial evaluation, ultimately disqualifying the bidder who doesn't comply with technical evaluation.  The Bidders who qualify in the Technical stage will be intimated of their selection and their Financial bids shall be opened at a date and time to be specified later.
D	Selection of Supplier who offers the lowest price and meets the commercial qualification requirements from the technically qualified list.  The Commercial Bid will be evaluated based on the Cost proposed by the Bidder in the Commercial Bid and the L1 Bidder shall automatically qualify for becoming Selected Bidder and for award of contract by NIC.  <b>NIC will notify the name of the Selected Bidder, through publication in company website.</b>
E	Any/all Minimum Criteria specified in RFP needs to be fulfilled by the bidder to proceed to the next stage of evaluation/selection.
F	NIC reserves the right to accept/reject any deviation in the Technical and Commercial Bids of any Bidder.

## 6 GT&C – Deadline for submission of Bids:

A	Bids must be received by NIC at the specified address not later than the time and date specified. In the event of the specified date for the submission of Bids being declared a holiday for NIC, the bids will be received up to the appointed time on the next working day.
B	NIC may, at its discretion, extend this dead-line for the submission of Bids, in which case all rights and obligations of NIC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
C	<b>Late Bids</b> <b>Any bid received by NIC after the deadline for submission of bids prescribed by NIC will be rejected and returned unopened to the Bidder.</b>

## 7 GT&C – Modification of Bids:

A	The Bidder may modify its bid after the bid's submission, provided that written notice of the modification including substitution of the Bids is received by NIC prior to the deadline prescribed for submission of bids.
B	The Bidder's request for modification may be submitted by e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
C	No bid may be modified subsequent to the deadline for submission of Bids.

## 8 GT&C – Delivery Schedule:

<p><b>Delivery Schedule for such Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC will be shared with the empanelled Vendor at the time of invitation of Bid/s for procurement/s under Bid Reference/s, NIC/IT/RFP/Empanelment_Nw&amp;Sec/'&lt;Serial Number.....&gt;'/RFP/03/2018</b></p> <p><b>Typical conditions applicable in case of such delivery and commissioning would include the following:</b></p> <p><b>Note 1:</b> Delivery is deemed to be completed when the following are received at the location in full:</p> <p>a) All the equipments / software</p>
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- b) System Software, tools required for installation of the hardware / software and any other accessory software including media (e.g. OEM Recovery CD etc.), where applicable
- c) Associated Documents/Licenses/Manuals, where applicable

An authorized official of 'NIC' should acknowledge delivery of all the Equipment's with accessories.

**Note 2:** Installation is deemed to be complete viz. "Commissioned" when:

- a) All the equipments/software (unless otherwise specified by NIC) along with system/other software as specified in the Purchase Order becomes fully functional, after delivery, within the scheduled date of installation.
- b) The Supplier shall be responsible for installing, loading, configuring and testing of all the procured systems and all other accessory software as required.
- c) Seamless integration with existing network and information security infrastructure.
- d) In case of failure on the part of the Supplier to adhere to the time schedule, the Liquidated Damages condition shall be invoked by 'NIC'.
- e) Delivery, installation and commissioning should be under under the supervision and guidance of 'NIC' officials.

## 9 GT&C – Place of Delivery and Installation:

Place of Delivery and Installation for **Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC**, will be shared with the empanelled Vendor at the time of invitation of Bid/s for procurement/s under Bid Reference/s, **under Bid Reference/s NIC/IT/RFP/Empanelment\_Nw&Sec/"<Serial Number.....>"/RFP/03/2018**. Also Refer **Section - 33**

## 10 GT&C - Delivery of documents:

Delivery of Documents for **Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC", under Bid Reference/s NIC/IT/RFP/Empanelment\_Nw&Sec/"<Serial Number.....>"/RFP/03/2018:**

The Supplier shall furnish the following documents to 'NIC'. Original copies of:

A	Invoice showing NIC's purchase order reference, goods description, quantity, unit price and total amount.
B	Delivery Challans.
C	Installation Certificates authenticated by 'NIC' officials
D	Software licenses for utility/system software, where applicable
E	Format of Warranty
F	Manuals, media (e.g. OEM Recovery CD etc.) and all relevant accessories, where applicable

## 11 GT&C - Terms of Payment:

Payment will be made by the Head Office (HO)/Respective Regional Offices, pertaining to the item/s delivered in respect of such Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC to the various locations of the 'NIC' across the country.

A	Performance Bank Guarantee (PBG) of 10% of 'Contract Value' should be submitted by the successful Bidder, (as per format given in Volume-I <b>within 15 working days</b> of issue of Purchase Order).  Failure to submit the PBG <b>within the mentioned period</b> may result in the cancellation of the Purchase Order and <b>forfeiture of the EMD</b> .
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	<p>For the purpose of PBG, Material and services under Passive LAN may not come under the Contract Value.</p> <p>Once this PBG i.e. 10% of 'Contract Value', in the form of Bank Guarantee is received by NIC, the EMD as Bid Security in respect of such subsequent procurement <i>will</i> be returned to the successful Bidder.</p> <p>NIC wants to avail Cenvat Credit. Hence, all necessary documents regarding the same are required to be submitted to NIC by the Supplier.</p>
B	<p>Payment in full shall be released by HO against submission of the following:</p> <ul style="list-style-type: none"> <li>a) A PBG of 10% of 'Contract Value in the form of BG valid for period of contract.</li> <li>b) Successful Delivery, Installation and Commissioning of the item/s in respect of such Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC at each of the locations within the scheduled installation period.</li> <li>c) Receipt of Installation Certificate duly signed and stamped by the Supplier as well as by 'NIC' officials.</li> <li>d) In case where installation is put on hold because of NIC requirements (which might include delay due to site not being ready or inability to provide downtime), the equipment's in respect of the Volume-II may be hot-tested (powered on, functionality checked, where applicable) at a location as mentioned by NIC. However, Supplier is responsible for final installation at the location as specified by NIC at a future date at no additional cost.</li> </ul>
C	No advance payment will be made by 'NIC'.
D	<p>An Agreement/Contract between NIC, and the Supplier (as per format given in Volume-I) shall be executed within 15 working days of issuance of Purchase Order.</p> <p>Submission of Contract in respect of such subsequent procurement/s is a pre-requisite to be complied with, prior to release of payment.</p>
E	All bids are to be submitted in Indian Rupees. NIC will make all payments in Indian Rupees Only.
F	All payments to the Supplier will be made by NIC through NEFT/RTGS Only.

## 12 Exchange Rate Variation Clause:

<p>Exchange Rate Variation Clause</p> <p>Purchase of any additional component/item after one year from placement of first Purchase Order, would be linked to the ERV Clause. The conversion rate of US Dollar to Indian Rupees as on close of date of bid submission would be considered as the base rate. Any fluctuation (+ or -) 2% in the conversion rate as on the date of placement of additional purchase order, will be taken into account and benefit thereof will be passed on to either Supplier or NIC. Any effect of such fluctuation, on Taxes will also be considered.</p> <p><b>Bidder should clearly indicate the percent of import content in their Commercial Bid, Section - 68.2, which is in Indian Rupees.</b></p>
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## 13 GT&C - Payment will be made in the following Manner:

A	Typically Payment in respect of <b>Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC, under Bid Reference/s NIC/IT/RFP/Empanelment_Nw&amp;Sec/'&lt;Serial Number.....&gt;'/RFP/03/2018</b> may be as per following terms:	
B	Activities	Payment Terms



B 1	Delivery of all Hardware / Software / Licenses / all other accessories,	70% Cost of all Hardware / Software / Licenses / all other accessories.
B 2	Installation, Integration and Commissioning	Remaining Cost of respective Hardware / Software / Licenses / all other accessories related to Installation, Integration and Commissioning.
C	<b>Manpower</b>	Quarterly in arrears
D	Conditions may vary depending on the type of procurement/s; and empanelled bidders will be made aware of the requirement/s at the time of such subsequent procurement/s	

#### 14 GT&C - Documents to be produced for the release of payment (as the case may be):

The respective Supplier's request for payment in respect of such subsequent procurement/s, should be made to 'NIC' HO IT Department in writing accompanied by the following documents in ORIGINAL:	
a)	Execution of Contract between NIC and Successful Supplier, which will remain valid for the project period of 5 (five) years/period of contract.
b)	A PBG of 10% of 'Contract Value in the form of BG valid for the project period.
c)	Letter from OEM in their Letter Head confirming that the Supplier has purchased On-Site Comprehensive Warranty from them and has extended the same to NIC.
d)	Letter from Supplier in letter head mentioning all the information related to OEM's Part Code for the entire warranty period for the entire product procured.
e)	Delivery Challans, counter-signed by NIC Official
f)	Installation Certificates, counter-signed by NIC Official
g)	Invoice to HO pertaining to the Solution delivered in respect of such procurement to the various locations of 'NIC' across the country.
h)	Proof of Payment of Taxes / Octroi / Levies, if any.
i)	Software licenses for Utility / System Software and / or any other licenses, where applicable.
j)	Supply of Manuals, media, etc. with accessories where applicable.
k)	Solution Diagram (HLD and LLD) in respect of such procurement.

#### 15 Availability of Product and Spares

Typical Product and Spares availability in case of such subsequent procurement/s may be as follows:	
A	The product/configuration/solution offered should be available during the validity of the project period of (Contract Period). Product brochures and details should be enclosed in technical documents in respect of specific procurement/s. Spares for the product offered should be available <b>for at least 5 years</b> from date of installation. <b>OEM's declaration to the effect to be produced by Supplier before release of 70% payment.</b>
B	However, in case the product/configuration/solution offered is discontinued (within the project period), and the product/configuration is suffering some malfunction (by which it is not able to provide the full features/functions being sought as per Technical Specification, the Supplier should provide free-of-cost replacement with new model with better configuration.
C	Conditions may vary depending on the type of procurement/s; and empanelled bidders will be made aware of the requirement/s at the time of such subsequent procurement/s

#### 16 GT&C - Warranties

Typical Warranty applicability in case of such procurement/s may be as follows, however subject to change depending on the nature of such procurement/s:
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A	The Supplier should also guarantee that the Goods (equipment and its accessories) supplied are new, unused and conform to technical specifications of design, materials and workmanship as mentioned in the bid offer. The Supplier should also guarantee that the Goods should perform satisfactorily (i.e. provide the full features/functions) as per requirements mentioned in the Technical Specification of the RFP. The devices quoted in this RFP, should not be declared end-of-support within <b>5 years</b> . <b>Also refer Minimum Technical Specifications and Commercial Bid that will be made available to empanelled bidders at the time of such subsequent procurement/s</b>
B	The Supplier should also guarantee that all the software, including Operating System, firmware etc and as applicable, supplied by the Supplier is licensed and legally obtained.
C	The warranty for all practical purposes in respect of devices would mean On-Site Comprehensive Warranty free of charge, shall start and remain valid for period of contract, unless otherwise specified, after the goods have been delivered, installed, commissioned and accepted. Such On-Site Comprehensive Warranty and AMC as applicable shall also include free of cost transportation and replacement of malfunctioning parts of the product/configuration/solution. <b>Comprehensive On-Site Warranty for 5 years</b> as applicable, includes but not limited to OS upgrade, 24 x 7 x 365 access, registered access to OEM portal.
D	If any particular product/configuration/solution is suffering some malfunction (by which it is not able to provide the full features/functions being sought as per Technical Specification in such subsequent procurement/s for <b>more than twice</b> in a year, NIC may ask the Supplier to replace the product/configuration/solution and the Supplier shall replace the same with another brand new item of same/higher configuration at no extra cost to NIC.
E	Warranty, AMC should not become void if NIC buys any other supplementary hardware from a third party and install it with these equipments. However, the warranty will not apply to such hardware items installed.
F	In case of replacement of devices covered under Warranty, AMC where the product (software/hardware as applicable) has been declared vide end-of-support notification, they should be replaced with product with next higher specification
G	In case of repeat order within the ambit of item quoted in the RFP, where the product has been declared vide end-of-sale notification, should be replaced with product with next higher specification
H	Bidders have to quote product with three years warranty, which need to be backlined with respective OEM. Bidder needs to submit the direct OEM confirmation in this regard confirming the same to NIC. <b>70 % payment will be released based on the above confirmation only.</b>
I	For the AMC the backlining with the OEM should there back to back for the complete duration from the warranty end date. Payment for support will be released based on the above confirmation only.
J	Conditions may vary depending on the type of procurement/s; and empanelled bidders will be made aware of the requirement/s at the time of such subsequent procurement/s

**17 GT&C - Guarantee:** The guarantee in respect of such subsequent procurement/s, shall cover the following, where applicable:

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

**18 GT&C - Maintenance during Warranty and AMC Period:** The maintenance during Warranty and AMC Period in respect of such subsequent procurement/s, shall typically cover the following, where applicable. However the same is subject to change depending on the nature of such procurement/s:

A	The On-Site Comprehensive Warranty, AMC as applicable, will be for a period of <b>5 years</b> . OEM Part Code details for Warranty, AMC should be specified in the bid as per format provided in <b>Volume-I</b> .
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B	The Supplier shall ensure Support services for the Solution under RFP/03/2018, are as per details in the RFP.
C	If Supplier fails in replacement of the defective parts within the defined time frame as mentioned above, from the date of attending the call, then the Purchaser has the right to en-cash the Performance Bank Guarantee without endangering any provisions of warranty written or otherwise expressed and the concerned warranty will remain in full force.
D	<b>Also refer Minimum Technical Specifications and Commercial Bid for such subsequent procurement/s, under Bid Reference NIC/IT/RFP/Empanelment_Nw&amp;Sec/"&lt;Serial Number.....&gt;"/RFP/03/2018</b>

**19 GT&C - Copyright violations and Patent Rights:** The condition regarding copyright violations and patent rights in respect of such subsequent procurement/s, shall typically cover the following, where applicable:

A	The Supplier shall indemnify 'NIC' in respect of all suits, action claims or damages arising out of violation of any Patents or Copyrights, for any and all components of the Solution supplied by the Supplier in respect of the <b>NIC/IT/RFP/Empanelment_Nw&amp;Sec/"&lt;Serial Number.....&gt;"/RFP/03/2018</b> .
B	The Supplier shall indemnify 'NIC' against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods and services, software package or any other part thereof in India.

**20 GT&C - Standards:** The Goods/Solution (where applicable) supplied under respective contract at the time of such subsequent procurement/s shall conform to the standards mentioned in the technical specifications and when no applicable standard is mentioned, it will be mutually agreed between the Supplier and NIC

**21 GT&C - Satisfactory Performance:** The Supplier shall guarantee satisfactory performance of all hardware and software to the specifications in the Purchase Order issue in respect of such subsequent procurement/s and further undertake to reimburse the Purchaser in respect of all payments made in pursuance of this Purchase Order and such other cost as may be decided by mutual consent or by arbitrator, if the hardware / software features do not perform to committed standards thus materially affecting performance of the systems.

**22 GT&C - Manuals and Media:** The Supplier shall provide original driver CDs, software etc., manuals of the Hardware & Software, where applicable at the time of delivery with every installation of the items in respect of Goods supplied in respect to such subsequent procurement/s.

**23 GT&C - Transportation and Insurance till delivery of the equipments:** The Supplier is required to deliver the goods/solution at various locations of 'NIC' across the country, or as advised otherwise at the time of such subsequent procurement/s. Transportation and insurance (on Inland Transit All Risk Class A plus SRCC) of goods shall be arranged and paid for by the Supplier.

**24 GT&C - Change of Purchase Order:** 'NIC' may at any time, by written order to the Supplier, make changes within the general scope of the Purchase Order in respect to such subsequent procurement/s. NIC will be free to either reduce or increase the quantity/configuration/specifications of the items to be purchased/change place of delivery or installation, on the same terms and conditions. NIC also reserves the right to place repeat orders **for upto 25% quantity on any item**, subject to **Section-12**, within 24 months of the date of the Purchase Order.

**25 GT&C - Performance Security**

A	<p>Performance Bank Guarantee (PBG) of 10% of 'Contract Value in respect of such subsequent procurement/s in the form of BG valid for 5 years/ period of contract from the scheduled last date of installation should be submitted by the successful Bidder in favour of 'NIC' along with the signed Contract (as per format given in Volume-I) within 15 working days of issue of Purchase Order.to Head Office of 'NIC'.</p> <p>Failure to submit the PBG within the period may result in the cancellation of the Purchase Order and forfeiture of the EMD.</p>
B	<p>In case of violation of any of the conditions during the Contract Period in respect of the Contract specific to such subsequent procurement, the Performance Bank Guarantee as aforesaid may be invoked by 'NIC'.</p>

**26 GT&C - Cancellation Clause:** If the Goods/Solution is not delivered, installed, integrated within the scheduled time period as mentioned in Purchase Order in respect to such subsequent procurement/s, National Insurance Company Limited reserves the right to invoke the PBG furnished by the Supplier favoring 'NIC' and cancel the contract thereafter.

**27 GT&C - Delays in the Supplier's performance:**

A	<p>Delivery of the goods and performance of the services shall be made by the Supplier in accordance with the time schedule mentioned in the Purchase Order in respect to such subsequent procurement/s.</p>
B	<p>Any delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable for imposition of liquidated damages, and/or termination of the Contract for default, besides encashment of the PBG.</p>
C	<p>If at any time during the performance of the Contract, the Supplier should encounter the conditions impeding the timely performance of the services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance in which case the extension shall be recorded by the parties.</p>
D	<p>Any delay by the Supplier in the performance of its service obligations, other than the delay which occurs due to reasons beyond the Supplier's control, shall render the Supplier liable for termination of the contracts for default. Any incidental taxes and levies on account of delay in performance caused by Supplier shall be on the Supplier's account.</p>

**28 GT&C - Liquidated Damages:** SLA will be defined and shared with empanelled Vendors at the time of such subsequent procurement/s. However, typical SLA for equipments/solution run from DC/DR, may be as follows:

<b>Table 1 – Service Levels</b>			
<b>Sl.No</b>	<b>Service Level</b>	<b>Response Time</b>	<b>Resolution Time</b>
1	For All The Equipments deployed in DC, DR	Within 1 hour	Within 24 hours

**Downtime Clause**

- The downtime will be calculated post schedule restoration time which mentioned in the Table -1 to be the time when device is up and running with all configuration and with full functionality as mentioned in the respective Minimum Technical Specifications.

**Penalty Clause**

- Non-compliance of the SLA as per the Table No-1, SI.No.1, penalty would be Rs. \*\*\*\*\*/- per device per day for each day or part thereof, for device not functioning as per specifications (all days of the week). Once this amount reaches the value of Rs. \*\*\*\*\*/-, NIC may cancel the contract.
- In case of the intermittent failures and repetitive problems (problems repeating more than thrice in a calendar month) due to improper diagnostics and repair/replacement the system would be treated as continuously down.
- En-cashing the Performance Bank Guarantee shall not endanger any provisions of warranty/AMC written or otherwise expressed and the concerned warranty/AMC will remain in full force.

<b>Other Conditions:</b>	
A	In case Services are not fully completed within stipulated period, Liquidated Damage condition shall be invoked if such delay is not attributable to "Force D' Mejeure".
B	If the Supplier fails to Deliver within scheduled period, 'NIC' shall deduct from the contract price, as liquidated damages, a sum equivalent to 0.50% of the price of the delayed goods for each week (7 days) or part thereof of delay until actual delivery, up to a maximum deduction of 10% of the value of the delayed goods. Once such delay crosses the maximum limit, 'NIC' may consider contract either full and/or, in part, and annulment of order, either full and/or, in part.
C	If the Supplier fails to Install, Integrate and Commission the devices (the device running live and with full functionality as per Technical Specifications in production environment) within 6 weeks from date of Delivery, 'NIC' shall deduct from the contract price, as liquidated damages, a sum equivalent to 0.50% of the price of the goods to be installed, for each week (7 days) or part thereof of delay until actual installation, integration and commissioning, up to a maximum deduction of 10% of the value of the delayed goods. Once such delay crosses the maximum limit, 'NIC' may consider termination of the contract either full and/or, in part, and annulment of order, either full and/or, in part.
D	If the delivered goods and/or services cannot be put to use without the non delivered parts and/or services, the damages will be calculated using the total price of the component.
E	In the case of delay in the rectification of the defects falling under warranty of the Supplier, 'NIC' is entitled to deduct liquidated damages as mentioned above, <b>Section-28, Section-29.</b>
F	NIC reserves the right to extend the Time Period, where the delay is due to NIC responsibility.

## 29 GT&C – Resort to Liquidated Damages:

In the event the Purchaser terminated the Contract in whole or in part (in respect of such subsequent procurement/s), the Purchaser shall:	
A	Encash the PBG/not refund the performance security amount.
B	Deduct Liquidated damages as specified in respective Clause/s
C	May procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and/or not performed, and the Supplier shall be liable to the Purchaser, for any excess costs <b>upto a maximum value of 15% of the Contract Value</b> , for such similar Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

## 30 GT&C - Termination on Insolvency:

The Contract (in respect of such subsequent procurement/s), can be terminated by giving written notice to the Supplier, without compensation to them if:

A	The Supplier becomes bankrupt or is otherwise declared insolvent;
B	The Supplier being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser.

**31 GT&C – Termination for Defaults:** The Purchaser may, without prejudice to any other remedy for Breach of the Contract (in respect of such subsequent procurement/s),, by written notice of 30 days of default to the Bidder, terminate the Contract in respect of Volume-II in whole or in part;

A	If the Supplier fails to render services within the time period(s) specified in the Contract or any extension period thereof granted by the Purchaser, or
B	If the Supplier fails to perform any other obligations under the Contract
C	All payments due to the Supplier till the effective date of termination may be made by NIC within 60 days' of such written notice of termination, subject to applicable penalties, <b>Section - 29.</b>

**32 GT&C – Income/Corporate Taxes:**

A	The Supplier shall be liable to pay in respect of such subsequent procurement/s, all the Corporate Taxes, and the Income Tax, that shall be levied according to the laws and regulations applicable from time to time in India.
B	Wherever the laws and regulations require deduction of such taxes at the source of payments, the Purchaser shall effect such deductions from the payment due to the Supplier. The remittance of amounts as deducted and issuance of Certificate for such deductions shall be made by the Purchaser as per the regulations in force. Nothing in the Contract shall relieve the Supplier from their responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of the Contract.
C	The relevant deduction certificate shall be provided to the Supplier within 90 days of deduction at source.

**33 GT&C - Taxes and Duties:**

A	Supplier will be entirely responsible for making the payments in respect of such subsequent procurement/s, all taxes, stamp duties, fees, etc. in connection with delivery of service at site/s including taxes and levies to be charged in connection with incidental services etc. For procurement of way-bill, necessary arrangement shall be made by bidder. Service Taxes will be payable as per rules prevalent at the time of submission of bid response.
B	However, Only Octroi and Entry tax if any; payable at the place of delivery will be reimbursed by NIC subject to production of original receipt.

**34 GT&C - Clarification of Bids:**

A	To assist in the examination, evaluation and comparison of bids the Purchaser may, at their discretion, ask the Bidder for clarification of the bid.
B	Bidder should send their queries, if any, through e-mail to <a href="mailto:rs.raman@nic.co.in">rs.raman@nic.co.in</a> , CC to <a href="mailto:utkarsh2.gupta@nic.co.in">utkarsh2.gupta@nic.co.in</a> on or before the stipulated date and time. Bidders should submit the queries <b>only in the format given in the RFP and in xls/xlsx format. Queries which are not in the format specified will be ignored. Bid is liable for disqualification in case of deviation.</b>  No query / suggestions will be entertained after the opening of Commercial offer.
C	<b>Clarifications will be published only in NIC's Corporate Website <a href="http://www.nationalinsuranceindia.com">www.nationalinsuranceindia.com</a>. No other modes of communication will be used.</b>

**35 GT&C - Contract with NIC:** The successful Bidder (amongst the empanelled Vendors) will have to enter into a contract with National Insurance Company Ltd. within 15 working days of issue of Purchase Order in respect of such subsequent procurement/s. The format of the Contract is attached in Volume-I. Failure to enter into Contract may result in cancellation of the Purchase Order/s and forfeiture of EMD/PBG.

**36 GT&C – Contract Amendment:** No variation in the satisfaction of the terms of the Contract in respect to such subsequent procurement/s shall be made except by the written amendment agreed and signed by the parties.

A	If the Supplier fails to render services within the time period(s) specified in the Contract or any extension period thereof granted by the Purchaser, or
B	If the Supplier fails to perform any other obligations under the Contract

**37 GT&C – Limitation of Liability:** Supplier's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value in respect of such subsequent procurement/s, provided that this limit shall not apply to (1) the infringement indemnity; or (2) bodily injury (including death) and damage to real property and tangible personal property caused by Supplier's negligence. Supplier shall not in any event be liable for any indirect or consequential damages, or for loss of profit, business, revenue, goodwill, anticipated savings or data, or third party claims except with respect to bodily injury (including death) and damage to real and tangible personal property for which Supplier is legally liable. For the purposes of this Section, "Contract Value" at any given point in time, means the aggregate value of purchase orders placed by NIC on the Bidder in respect of such subsequent procurement/s.

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

**39 GT&C - Applicable Law:** The contract shall be interpreted in accordance with the Indian laws.

**40 GT&C - Notices:** Any notice by one party to the other pursuant to the Contract shall be sent in written format by fax/email and confirmed in writing to the address specified for that purpose in the Contract.

**41 GT&C – Indemnity:**

A	The Supplier shall, at its own expense, defend and indemnify NIC against all third party claims for infringement of patent, trademark, design or copyright arising from use of products or any
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	part thereof supplied by Supplier. Supplier will provide infringement remedies and indemnities for third party products, on a pass through basis. The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If NIC is required to pay compensation to a third party resulting from such infringement, the Supplier shall be fully responsible to pay such compensation along with all costs, damages and attorney’s fees and other expenses that a court may finally awards, in the event of the matter being adjudicated by a court or that be included in a Supplier approved settlement. NIC will issue notice to the Supplier of any such claim without delay and provide reasonable assistance to the Supplier in disposal of such claim, and shall at no time admit to any liability for, or express any intent, to settle the claim. The Supplier shall also reimburse all incidental costs, which NIC incurs in this regard. In the event of the Supplier is not fulfilling its obligations under this clause within the period specified in the notice issued by NIC, NIC has the right to recover the amounts due to it under this provision from any amount payable to the Supplier under this project. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.
B	In the event of the Supplier not fulfilling its obligations under this clause within the period specified in the notice issued by NiC, NIC has the right to recover the amounts due to it under this provision from any amount payable to the Supplier under this project.
C	The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.

**42 GT&C - Right of Selection, Product, Service and Quantity:** NIC reserves the right to place Order for the entire, less or more quantity of the products and/or services to be procured at the time of such subsequent procurement/s. NIC also reserves the right to place order for only selected products and/or services as specified.

**43 GT&C - Assignment:** The Supplier shall not assign in whole or in part, the obligations to perform under the contract in respect of such subsequent procurement/s, except with Purchaser’s prior written consent.

**44 GT&C - Sub-contractor:** The Supplier shall obtain consent of the Purchaser in writing of all Sub-Contracts (if any) to be awarded under the Contract in respect of such subsequent procurement/s, that is not already specified, in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

**45 GT&C - Force De Majeure:**

A	Notwithstanding the provisions contained herein the Supplier shall not be liable for liquidated damages or termination for default, if and to the extent that its’ delay in performance or other failure to perform its obligations under the Contract in respect of such subsequent procurement/s is the result of an event of Force De Majeure.
B	For the purpose of this clause “Force De Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser, in the contractual capacity, wars or revolution, fires, floods, epidemic, quarantine restrictions and freight embargoes.
C	If a Force De Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing the Supplier shall continue to perform their obligations under the Contract as far as reasonably practical, and shall adopt all reasonable alternative means for performance not prevented by Force De Majeure clause.

**46 GT&C - Termination for Convenience:**

A	The Purchaser may by written notice of 60 days sent to the Supplier terminate the Contract in respect of such subsequent procurement/s, in whole or in part, any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the
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	extent to which performance of work under the Contract is terminated and the date on which such termination becomes effective.
B	The Purchaser may purchase the ordered goods that are complete and ready for installation after the Supplier's receipt of notice of termination at the Contract terms and prices. For the remaining goods and services, the Purchaser may elect:
B .1	To have any portion completed and delivered at the contract terms and prices; and/or
B .2	To cancel the remainder and pay to the supplier an agreed amount for partially completed goods and services and for materials and parts previously procured by the Supplier.
B .3	All payments due to the Supplier till the effective date of termination may be made by NIC within 120 days' of such written notice for termination.

**47 GT&C - Obligation:** The entire responsibility of the Delivery, Installation, and Integration, Commissioning, Support, Maintenance and Warranty/AMC and all related activities in respect of such subsequent procurement/s lies with the Supplier on whom the Purchase Order is placed and with whom the Contract is signed. The Supplier would be responsible and bear the additional cost (if any), incurred by the Purchaser on account of the above-mentioned obligations.

**48 GT&C – Compliance with Terms and Conditions:** The Bidder will comply with all the terms and conditions given in this Master Document and in respect of such subsequent procurement/s.

**49 GT&C – Acceptance of Terms:** The empanelled Vendor will, by responding to NIC's intimation regarding such subsequent procurement/s, be deemed to have accepted the terms of such subsequent procurement/s and the Master Document.

**50 GT&C - No Legal Relationship:** No binding legal relationship will exist between any of the empanelled Vendors and NIC, until execution of respective Contract in respect of such subsequent procurement/s.

**51 GT&C – Compliance with NIC's Information Security Policy/ies:** Prior to Supplier deploying any of its Personnel or engaging any person to perform Services for NIC; the Supplier shall, at a minimum, with respect to each such Personnel comply with NIC's Information security policy/ies (ISP/s), as may be amended from time to time. Supplier hereby acknowledges that it has received a copy of the current ISP/s simultaneously with the execution of this Agreement. Supplier shall not assign any Personnel to perform the Services under this Agreement who does not comply with the provisions of the ISP/s. NIC shall have the right to audit Supplier's books and records/facilities / location / places prepared or kept in connection with the Services at all reasonable times and places to ensure compliance with the ISP/s, to the extent applicable.

**52 GT&C – Risk Title:** The Risk, Title, Ownership of the products matching the Technical Specifications as in Volume-II (made available to empanelled Vendors at the time of such subsequent procurement/s) and delivered by the Supplier following issuance of Purchase Order, shall be transferred to NIC upon delivery and receipt by authorized official of NIC. Supplier should ensure that such Receipt is signed, stamped and dated, at respective location of delivery.

**53 GT&C - Confidentiality and Non-Disclosure:**

Supplier and the Purchaser shall each, when acting in the capacity of a Receiving Party: (i) keep confidential, all Confidential Information disclosed by the Disclosing Party, during the Term of this Agreement and for a 5 year period following the termination of this Agreement; (ii) use the Confidential Information disclosed by the Disclosing Party solely in connection with performing its obligations or exercising its rights and not otherwise for its own benefit or the benefit of any third party; and (iii) not disclose the Confidential Information disclosed by the
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Disclosing Party to any person, other than a director, officer, employee or professional advisor of a Party, Supplier Group Company, or Purchaser Group Company to any authority, statutory or otherwise to whom disclosure of Confidential Information is necessary for performance of obligations or exercise of rights in connection with this Agreement.

Receiving Party shall ensure that each person to whom it discloses Confidential Information complies with confidentiality provisions no less onerous than those contained in this section, and will remain liable for any disclosure of Confidential Information by each such person as if it makes such disclosure.

Receiving Party shall, on the Disclosing Party's request, destroy, erase or deliver to the Disclosing Party all of the Disclosing Party's Confidential Information, save where the retention of such Confidential Information is necessary to comply with Applicable Law or otherwise for the other Party to exercise its rights or receive benefits due under this Agreement.

Supplier and the Purchaser both agree that the provisions shall not apply to any information which the Receiving Party can prove: (i) is or becomes public knowledge other than by breach of this section; (ii) was in the possession of Receiving Party without restriction in relation to disclosure before the date of receipt from Disclosing Party; (iii) is received from a third party who lawfully acquired it and who was under no obligation restricting its disclosure; or (iv) was independently developed, without access to any Confidential Information disclosed by the Disclosing Party.

Supplier and the Purchaser both agree that these provisions shall not apply so as to prevent disclosure of Confidential Information by the Receiving Party to the extent that such disclosure is required to be made by any authority of competent jurisdiction or by any Applicable Law, provided that the Receiving Party: (i) gives the Disclosing Party reasonable formal written notice (provided that this is not in contravention of Applicable Law), prior to such disclosure to allow the Disclosing Party a reasonable opportunity to seek a protective order; and (ii) uses reasonable endeavours to obtain prior to the disclosures, written assurance from the applicable entity that it will keep the Confidential Information confidential.

**54 GT&C - Arbitration Clause:** If any dispute or difference shall arise, such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to such the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon the Contract that award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

**55 GT&C - Format of Contract between successful Supplier and National Insurance Company Limited (NIC) \*\*\*\*\***

FORMAT FOR CONTRACT BETWEEN SUPPLIER AND NATIONAL INSURANCE COMPANY LIMITED (NIC) at the time of such subsequent procurement/s

THIS Memorandum of Understanding/Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ BETWEEN M/s. \_\_\_\_\_ and carrying on business at \_\_\_\_\_ (hereinafter referred to as "SUPPLIER" and shall include its heirs, successors or permitted assigns) of the First Part and NATIONAL INSURANCE COMPANY LIMITED, a Company registered under the Companies Act, 1956 having its registered Head Office at 3, Middleton Street, Calcutta – 700 071 (hereinafter referred to as "PURCHASER" and shall include its heirs, successors or permitted assigns) of the Second Part.

WHEREAS the empanelled Vendor is in the business of a) Supply, Installation, Configuration, Commissioning, Demonstration, Management, Maintenance, Monitoring of ....., b) Supply, Installation, Configuration, Commissioning, Demonstration, Management, Maintenance of ..... (*strike-out whichever is inapplicable*), being party of the Second Part herein.

AND WHEREAS the Purchaser intends to Procure a) Supply, Installation, Configuration, Commissioning, Demonstration, Management, Maintenance, Monitoring of ....., b) Supply, Installation, Configuration, Commissioning, Demonstration, Management, Maintenance of ..... (*strike-out whichever is inapplicable*) and has explained to the Supplier the purposes and uses for which the procurement is being made.

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

AND WHEREAS the Purchaser invited bids from empanelled Bidders for submitting bids for supply of all the mentioned in the Purchaser's Invitation in the Master Document of **NIC/IT/RFP/Empanelment\_Nw&Sec/RFP/03/2017** and **NIC/IT/RFP/Empanelment\_Nw&Sec/"<Serial Number.....>"/RFP/03/2018**, containing broad terms and conditions, for the supply, installation, commissioning, maintenance etc. as detailed in the RFP document.

AND WHEREAS the empanelled Supplier submitted a bid and bids were submitted by some other empanelled Bidders.

AND WHEREAS out of the several bids when opened the Purchaser found the price quoted by the Supplier for **NIC/IT/RFP/Empanelment\_Nw&Sec/"<Serial Number.....>"/RFP/03/2018** to be eligible to be awarded the contract.

AND WHEREAS the Purchaser would place orders on the Supplier for the purchase as mentioned in the Master Document of **NIC/IT/RFP/Empanelment\_Nw&Sec/RFP/03/2017** and **NIC/IT/RFP/Empanelment\_Nw&Sec/"<Serial Number.....>"/RFP/03/2018** and in the bid/offer Papers on the terms, conditions and specifications mentioned therein and in the Purchase Order issued on \_\_\_\_\_ 20\_\_.

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

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

1. Scope:  
The Master Document of **NIC/IT/RFP/Empanelment\_Nw&Sec/RFP/03/2017** and **NIC/IT/RFP/Empanelment\_Nw&Sec/"<Serial Number.....>"/RFP/03/2018**, and the bid/offer documents will form part of and shall be deemed to have been incorporated in these presents but in case of any conflict between any term in the said documents and in these presents the term of these presents will have overriding effect and the said documents have to be read and will have effect subject to these presents.
2. Resolution of Disputes: Insert **Section - 54**
3. Prevention of Corruption: Each Party shall comply with all Applicable Laws relating to bribery and corruption and shall not do, or omit to do, any act that will cause the other Party to be in breach of any such Applicable Law, and in doing so: (i) shall not give or receive any bribes, including in relation to any public official; and (ii) shall maintain an

effective anti-bribery compliance regime, that monitors compliance and detects violations.

4. Notices:

For the purpose of all notices, the address of the Supplier and the Purchaser shall be those given in the beginning of these presents.

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

5. Compliance with Terms and Conditions:

The Supplier will comply with all the Terms and Conditions given in this Master Document of **NIC/IT/RFP/Empanelment\_Nw&Sec/RFP/03/2017** and **NIC/IT/RFP/Empanelment\_Nw&Sec/"<Serial Number.....>"/RFP/03/2018** and bid Offer.

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

SIGNED SEALED AND DELIVERED FOR \_\_\_\_\_

By the hands of Shri/Smt. \_\_\_\_\_

In presence of Shri/Smt. \_\_\_\_\_

In presence of Shri/Smt. \_\_\_\_\_

SIGNED SEALED AND DELIVERED FOR 'NIC'

By the hands of Shri/Smt. \_\_\_\_\_

In presence of Shri/Smt. \_\_\_\_\_

In presence of Shri/Smt. \_\_\_\_\_

**56 Format for Integrity Pact – for use during such subsequent procurement/s**

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 for Procurement under Master Document of **NIC/IT/RFP/Empanelment\_Nw&Sec/RFP/03/2017** and **NIC/IT/RFP/Empanelment\_Nw&Sec/”<Serial Number.....>”/RFP/03/2018** (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/s.

(4) The PURCHASER will disqualify from the tender process all Contractor(s)/Bidder(s), 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 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 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 One 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 parities 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 or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid and binding. In such a case, the parties will strive to come to an agreement in accordance to their original intentions.

(5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

\_\_\_\_\_  
(For & On behalf of the PURCHASER)  
(Office Seal)

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

Place \_\_\_\_\_

Date \_\_\_\_\_



## 57 GT&C – Sample Manufacturer’s Authorization Form (MAF)

**SAMPLE FORMAT FOR MANUFACTURER’S AUTHORIZATION FORM**

To  
NATIONAL INSURANCE COMPANY LIMITED  
Head Office: 3, Middleton Street,  
Kolkata – 700 071.

Dear Sir,

Sub.: RFP **NIC/IT/RFP/Empanelment\_Nw&Sec/”<Serial Number.....>”/RFP/03/2018**

We ..... who are established and reputable manufacturers of ..... having factories at ..... do hereby authorize M/s. .... (Name and Address of Supplier/Authorized Partner) to bid, negotiate and conclude the contract with NIC against RFP No. .... for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per respective Clauses in the General Terms & Conditions of the Master Document and the RFP No. .... for the goods offered for supply against this invitation for bid by the above firm. We will support the product for the entire lifecycle of the project, which is 5 years.

We hereby further confirm that the solution quoted by our partner including on-site warranty as applicable under terms of the Master Document and RFP No. ...., has been examined and vetted by us. We also confirm that all the Part Codes (product and warranty) quoted by our partner are OK and the solution quoted by our partner will work as per requirements specified by NIC.

Yours faithfully,

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

Signature of Manufacturer  
Dated:  
Place:  
Sd. /-Seal

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

## 58 GT&C – Sample Format of Warranty

Sample FORMAT OF WARRANTY (For each item quoted)

This free of charge warranty shall start and shall remain valid for 3 Years for Components of ..... for items supplied against RFP No. **NIC/IT/RFP/Empanelment\_Nw&Sec/”<Serial Number.....>”/RFP/03/2018** from the last date of installation of the equipments that has been delivered and installed, commissioned, tested and accepted.

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

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

The Supplier warrants and undertakes that in case any defect be found within the defined period from the acceptance of the goods and installation thereof the Supplier will attend to the problem within the defined time period (also refer **Section - 28**) of lodging of the complaint by the Purchaser either by Letter, over the telephone, by fax, email or by other modes of communications. Wherever it is required to replace any part, the Supplier undertakes to replace the part within the defined time period **Section - 28**, of attending the call. In case of failure from supplier's side NIC may request any third party supplier to maintain the equipments and the cost thus incurred will have to be reimbursed by the Supplier to the Purchaser, failing which the Purchaser has the right to encash the Performance Bank Guarantee without endangering any provisions of warranty written or otherwise expressed and the concerned warranty will remain in full force.

Moreover we agree to warranty clauses as per respective Clauses in the General Terms & Conditions of the Master Document and RFP No. ....

Signature of Bidder

Dated :

Place :

Seal :

## 59 GT&C – OEM Certified Part Numbers including for Warranty, AMC

Sample format for OEM Certified Part Numbers and the description of the components against those Part Numbers (Hardware, Software, Warranty/AMC etc)		
Sl.N o.	OEM Part No.	Description of the components against respective Part No. (Certificate from OEM should be attached)

Note: All the Hardware quoted in this Section, should not be out of support for at least a period of 5 years from the date of this Certificate

Signature of Bidder:

Dated:

Place:

Seal:

## 60 GT&C - Performance Bank Guarantee

FORMAT FOR PERFORMANCE BANK GUARANTEE

**BANK GUARANTEE FOR PAYMENT (TO BE SUBMITTED IN NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE PURCHASED IN THE NAME OF THE ISSUING BANK)**

To  
National Insurance Company Ltd.  
Head Office  
3, Middleton Street  
Calcutta-700 071

Dear Sirs,

RFP No.: - .....

In consideration of your having placed Purchase Order for purchase of items as per RFP:  
..... with ..... and your  
agreeing to pay the aforesaid M/s.  
.....

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

**DO HEREBY COVENANT AND AGREE AS FOLLOWS:**

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

Notwithstanding anything to the contrary, NIC's decision as to whether the Supplier has made any such default or defaults and the amount or amounts to which NIC is entitled by reasons thereof will be binding on us and we shall not be entitled to ask NIC to establish their claim or claims under this guarantee, but will pay the same forthwith on NIC's demand without any protest or demur.

This guarantee shall continue and hold good until it is released by NIC on the applications by the Supplier after completion of delivery of goods / services / terms and conditions at site provided always this guarantee shall in no event remain in force after the day of ..... Without prejudice to NIC's claim or claims arisen and demanded from or otherwise notified to us in writing on or before the seventh day after the said date of expiry of the guarantee which will be enforceable against us notwithstanding that the same is or not enforced after the said date.

Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period this agreement till such time with the Supplier's consent on the

request by NIC, provided the terms and conditions relating to the extension of the Guarantee are satisfied.

NIC will have the fullest liberty without affecting this guarantee, either to vary, or to modify and to revoke any of the terms and conditions of the said PO or to extend the time of performance of the Supplier or to postpone for any time or from time to time any of NIC's rights or powers against the Supplier and either to enforce or to forbear to enforce any of the terms and conditions of the said PO and we shall not be released from our liability under this guarantee by the exercise of NIC's liberty. With reference to matters aforesaid or by reason of any time being given to the Supplier, or any other forbearance, act or omission on NIC's part or any indulgence by NIC to the Supplier or by any variation or modification of the said PO or any other act, matter or things whatsoever, which under the law relating to sureties, would but for the provisions hereof, have the effect of so releasing us from our liability hereunder provided always nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. .... (Rupees.....) As aforesaid or extend the period of the guarantee beyond the said day of ..... Unless expressly agreed to by us in writing.

This guarantee shall not in any way be affected by NIC's taking or varying or giving up any securities from the Supplier or any other person, firm or company on their behalf or by winding up, dissolution, insolvency or death as the case may be of the Supplier or his company/firm.

In order to give full effect to the guarantee herein contained, NIC shall be entitled to act as if we were your principal debtors in respect of all NIC's claims against the Supplier hereby guaranteed by us as aforesaid.

Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all NIC's claim or claims against the Supplier from time to time arising out of or in relation to the said PO and in respect of which NIC's claim in writing is lodged on us on or before the seventh day after expiry of this guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, email or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been lodged / given / submitted when the same is posted.

This guarantee and the powers and provisions herein contained, are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to NIC by us and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

This guarantee shall not be affected by any change in the constitution of the Supplier or us nor shall it be affected by any change in your constitution or by amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

This guarantee shall come into force on \_\_\_\_\_ and shall not be revoked by us whether before it's coming into force or any time during its currency without NIC's prior consent in writing.

We further agree and undertake to pay to NIC the amount demanded by NIC in writing irrespective of any dispute or controversy between NIC and the Supplier.

Notwithstanding anything contained hereinabove our liability under this agreement is restricted to Rs ..... (Rupees .....). Unless a written claim is lodged on us for payment under this guarantee within seven days of the date of expiry of this guarantee i.e. on or before ..... all NIC's rights under this guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us, discharged.

We have power to issue this guarantee in NIC's favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this guarantee under the Power of Attorney granted to him by the Bank.

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

FOR & ON BEHALF OF  
(BANKER'S NAME)

Branch Manager

(Banker's seal)

Address.....

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

## 61 This is Volume-II of the Master Document.

### Instruction to Bidders – Applicable for both empanelment as well as for subsequent procurement/s from empanelled Vendors

The Bidder is expected to examine all instructions, forms, terms, specifications, and other information in Volume-I of the Master Document and the RFP No. **NIC/IT/RFP/Empanelment\_Nw&Sec/RFP/03/2017**, Volume-II not only for this empanelment Bid but also for such subsequent procurement/s having Bid reference, **NIC/IT/RFP/Empanelment\_Nw&Sec/"<Serial Number.....>"/RFP/03/2018** . Failure to furnish all information required by any of these documents or to submit a Bid not substantially responsive to these documents in every respect will be at Bidder's risk and may result in the rejection of its Bid.

Bidders are advised to study the mentioned documents carefully before participating. It shall be deemed that submission of bid by the bidder has been done after their careful study and examination of the mentioned documents with full understanding to its implications. Any lack of information shall not in any way relieve the bidder of his responsibility to fulfil his obligations under the Bid.

**In the event of default by the Bidder, NIC may debar the Bidder from participating in any future RFPs' floated by NIC for any purpose.**

**62 Eligible Bidders** The following are the conditions, which are to be necessarily fulfilled, to be eligible for empanelment. 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/Empanelment\_Nw&Sec/RFP/03/2017: Refer Sections - 62, 66**

A	<b>Minimum Qualifications of the Bidder:</b>
1	The Bidder should be a Registered Company in India under the Companies Act, 1956 (photocopy of certificate of registration to be provided)
2	The Bidder should be an established Information Technology company and in operation for at least 5 years in India as at 31.03.2017
3	The Bidder should be ISO 9000/9001, ISO 20000 and ISO/IEC 27001 certification holder company, with certifications valid at the time of bid submission. (photocopies of certificates to be provided)
4	The Bidder should have a NOC in India <b>And,</b> Should have a SOC which is used to manage Information Security Devices for various clients <b>And,</b> The NOC and SOC should also be ISO 27001 Certified. Said certification should be valid as on date of bid submission. <b>And,</b> The Bidder should have maintained Backbone/Campus Core Grade Switch, Core Router, Data Center Grade NGFW, IPS for BFSI/PSU/Government clients. Should be supported by Customer declarations.
5	The Bidder should have at least 4 (Four) Information Security Orders and Network Orders each of their National Customers, each having a order value of at least Rs. 5 Crores within the last 5 years. Should be supported by Customer declarations.
6	The Bidder should have manpower with certifications in Information Security Operations. The Bidder should have at least 10 certified security professionals on their payroll with minimum two CISA/CISSP certifications
7	The Bidder should have manpower with certifications in networking. The Bidder should have at least 2 CCIEs, 5 CCNPs and 50 CCNAs on their payroll.
8	The Bidder should have an annual turnover of at least Rs. 400 Crores (Four Hundred Crores) for each of the last 3 (three) financial years 2014-15, 2015-16 and 2016-17 (audited balance sheet from last 3 financial years to be provided as per <b>Section - 66.1</b> . <b>AND,</b> Should have net profit after tax in the last 3 (three) financial years –2014-15, 2015-16 and 2016-17 (audited balance sheet from last 3 financial years to be provided as per <b>Section - 66.1</b>
9	The Bidder should have support office in at least 4 (Four) Metro Locations [Kolkata, Mumbai, New Delhi, Chennai] and in Bangalore.
10	The Bidder should have Toll Free number for fault registration within India, operating 365x24x7 basis
11	The Bidder should not be blacklisted/debarred/denied bidding facilities by any Government Department/ Public sector Undertaking as on the date on bid submission
12	The Bidder should not have filed for Bankruptcy in any country
13	Empanelled Bidder should provide signed and stamped <b>Integrity Pact as per the format given in this master document Section-56 for each type of subsequent procurement/s under (NIC/IT/RFP/Empanelment_Nw&amp;Sec"/&lt;Serial Number.....&gt;"/RFP/03/2018)</b>

## 62.1 Preparation of Bid

The RFP will be one part only, viz., Qualification Bid

Bidder has to meet the minimum eligibility criteria as mentioned in the Qualification Bid

If, on evaluation of the Qualification bids it is observed that any one or more items are not matched, the Company reserves the right to accept or reject the Bid. Successful bidders matching the eligibility criteria will be empanelled by NIC.

Subsequent procurement/s of Enterprise Grade Network and Security Equipments/Software/Licenses may be made from empanelled Bidders following a 2 step procurement process, where applicable. NIC will share Technical Specifications and Commercial Bid format for the item/s to be procured under **NIC/IT/RFP/Empanelment\_Nw&Sec"/<Serial Number.....>"/RFP/03/2018**. Empanelled Bidders have to submit their Techo-Commercial Bid response as per the format shared by NIC.

The Commercial bids of only those Bidders will be opened (at a date and time to be specified later) who qualify at the Technical bid evaluation stage and whose products are found to meet the specifications offered by them.

The empanelled Bidder at the time of such subsequent procurement/s shall prepare the bid in the following manner. Relevant documents, letters, forms, supportings, etc. need to be attached to each part as given below

The BID SECURITY. This would contain only the Bid Security (Earnest Money) amounting to **Rs. \*\*\*\*\*/- (Rupees \*\*\*\*\*/- Only)** by way of BG/DD/NEFT/RTGS in favour of National Insurance Company Limited, payable as per Bank Details mentioned in this document. Non-furnishing of EMD will disqualify the bidder.

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 10% of Contract Value is received by NIC, in the form of Performance Bank Guarantee (PBG) as per format given in **Section –60**.

The Bid Security Deposit will be forfeited if:

The bidder withdraws his bid at any time before the LOI of PO or Advice for execution is issued against the RFP.

OR

The Bidder fails or refuses to execute the work after having been identified L1 in the bid, before or after LOI/PO/Advice for execution is issued

OR

Fails or refuses to furnish the Performance Bank Guarantee

OR

The Bidder fails or refuses to execute the Contract.

1	<b>The QUALIFICATION BID.</b> This would contain the Bidder Profile <b>Section - 66</b> , Financial Information <b>Section - 66.1</b> , Citations <b>Section - 66.2</b> .
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	Any other documents that are required in the process, like client engagement letters or certificates, audited balance sheets, etc. and a <b>CD</b> containing the soft copy (both ' <b>PDF</b> ' and ' <b>xls</b> ' formats) of the Qualification Bid and are also to be included herein.
2	<p><b>The TECHNICAL BID: In respect of such subsequent procurement/s with Bid Reference number NIC/IT/RFP/Empanelment_Nw&amp;Sec/'&lt;Serial Number.....&gt;'/RFP/03/2018</b> - This would contain the proof of transfer of <b>EMD</b>, Technical Bid Letter <b>Section - 64, Section- 65.1</b> Technical Bid Particulars, Format of Warranty, OEM Certified Part Numbers, Technical Compliance, Unpriced Bill of Materials to be submitted with the Technical Bid. <b>Section-67</b> Statement of Deviation from RFP Terms and Conditions, if any, and Details of the proposed solution, proposed methodology and timeline (in a separate sheet). Any other documents that are required in the proposal process, like client engagement letters or certificates, audited balance sheets, etc. and a <b>CD</b> containing the soft copy (both '<b>PDF</b>' and '<b>xls</b>' formats) of the Technical Bid and are also to be included herein.</p>
3	<p><b>The COMMERCIAL BID: In respect of such subsequent procurement/s with Bid Reference number NIC/IT/RFP/Empanelment_Nw&amp;Sec/'&lt;Serial Number.....&gt;'/RFP/03/2018</b> - This would contain the Commercial Bid Letter <b>Section - 68, Section - 68.1</b> Commercial Bid Particulars, <b>Section- 68.2</b> Commercial Bid. A <b>CD</b> containing the soft copy (both '<b>PDF</b>' and '<b>xls</b>' formats) of the Commercial Bid is also to be included herein.</p> <p><b>Bidders have to submit their Bid online, on or before the last date and time mentioned in RFP.</b></p> <p><b>Details of the procedure to be followed for online, is available in Annexure-12 (Volume-II). Bidders have to abide by the same.</b></p>



### 63 Scope of Work (Sample)

To be shared with empanelled Bidder prior to such “Subsequent Specific Procurement/s from Empanelled Vendor List on as-and-when-required basis by NIC”, Bid Reference/s NIC/IT/RFP/Empanelment\_Nw&Sec/”<Serial Number.....>”/RFP/03/2018.

Typically Warranty/AMC may be as follows:

- **Warranty/AMC contract for the solution mentioned in this RFP will be on on-site & comprehensive basis for the project period, as applicable, and subject to extension based on NIC’s requirement, on pro-rata basis. OEM Supporting letter mentioning that Partner has backlining support from OEM for the support as mentioned in Commercial Bid.**
- All necessary on-site Technical troubleshooting & configuration management.
- SLA based service delivery.
- Improve Response & resolution time.
- Quarterly preventive maintenance.
- Support as per Minimum Technical Specifications
- Defective equipment’s need to be replaced by the Supplier as per the SLA terms mentioned in the tender document.
- Minimum ..... on-site resource at ..... as part of ..... if required, for doing all configuration, management, monitoring, co-ordination for restoration.

#### 63.1 Execution Overview (Sample)

To be shared with empanelled Bidder prior to such subsequent procurement/s; typical execution overview may be as follows:

- Supplier has to provide necessary on-site/off-site model to maintain the SLA.
- Single point of contact for all fault booking & service request update.
- Supplier should have Toll free number & mailing facility for the fault booking from anywhere on 24X7 basis.
- Technical call Center should be accessible 24 hours per day, 7 days per week to assist with Product use, Configuration and troubleshooting issues and should have access to OEM support portal.
- Quarterly review meeting for the service improvement plan.

#### 63.2 Service Level Agreement – Refer Section - 28

#### 63.3 Minimum Technical Specifications and Compliance of .....

#### 63.4 Technical Compliance (Sample)

Sr. No.	Minimum Specifications for NIC/IT/RFP/Empanelment_Nw&Sec/”<Serial Number.....>”/RFP/03/2018	Compliance (Yes/No)	Reference Document name, page number, with highlighted paragraph
	Product Name, Version: <.....>		


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**64.4 Minimum experience of Manpower (Sample)**

To be shared with empanelled Bidder prior to such subsequent procurement/s; if on-site manpower is required for such subsequent procurement/s

Sl. No.	Minimum Manpower Requirements	Compliance (Yes/No)	Remark
1	Manpower Criteria.....		
2	Manpower Criteria.....		
3	All the manpower should be on direct payroll of the Bidder and the salary should be commensurate with best industry standards. The manpower once positioned during the duration of the project.		
4	The Bidder shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its manpower (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen Compensation Act etc.). The Bidder shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to their line of activity from time to time, including records and returns as applicable under labour legislations. The		

	Bidder shall indemnify NIC against any claims made by any statutory authorities regarding the noncompliance of any of the related laws from time to time.		
5	The Bidder shall obtain license from the Competent Authority (Central) for hiring on engagement of person or persons for the specific purpose for which the RFP is floated and shall pay minimum wages and other allowances and benefits such as insurance, gratuity, provident fund, pension, bonus etc. to the persons so hired as per the legislations in force such as but not limited to Contract Labour (Regulation and Abolition) Act, Minimum Wages Act, Payment of Wages Act and other legislations for the time being in force.		

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## 65 Annexure 1 (Vol-II) – Technical Bid Letter

### Technical Bid Letter

To,  
 Chief Manager - IT,  
 IT Department  
 National Insurance Company Ltd.  
 3 Middleton Street, 4<sup>th</sup> floor,  
 Kolkata - 700 071  
 Phone No: 2283-0795 Fax No: 2283-1740  
 Email: [rs.raman@nic.co.in](mailto:rs.raman@nic.co.in)

Ref.: **RFP Number - NIC/IT/RFP/Empanelment\_Nw&Sec/"<Serial Number.....>"/RFP/03/2018**  
**Date: .....**

Sir,  
 We hereby declare

1. We/our principals are equipped with adequate manpower / machinery / technology for providing the Products and Services as per the parameters laid down in the Master Document of **NIC/IT/RFP/Procurement/Empanelment\_Nw&Sec/RFP/03/2018** and **NIC/IT/RFP/Empanelment\_Nw&Sec/"<Serial Number.....>"/RFP/03/2018** and we are prepared for live/technical demonstration of our capability and preparedness before the representatives of NIC. We/our principals are also equipped with adequate maintenance and service facilities within India for supporting the offered document.
2. We hereby offer to provide the Products and Services at the prices and rates mentioned in the Commercial Bid at **Section - 68.2**.
3. We do hereby undertake that, in the event of acceptance of our bid, the Products and Services shall be provided as stipulated and that we shall perform all the incidental services.
4. We enclose herewith the complete Technical Bid as required by you. This includes:

- a. Technical Bid Letter Section- **Section - 64**
- b. Technical Bid Particulars **Section- 65.1**
- c. Format of Warranty, in respect of components of the solution
- d. OEM Certified Part Numbers, in respect of components of the solution
- e. Technical Compliance, in respect of components of the solution
- f. Unpriced Bill of Materials.
- g. Statement of Deviation from RFP Terms and Conditions **Section-67**, if any
- h. Details of the proposed solution, proposed methodology and timeline (in a separate sheet)
- i. A CD containing the soft copy of the Technical Bid in **pdf** and **xls** format
- j. Proof of transfer of Bid Security (Earnest Money) for an amount equal to **Rs. .... (Rupees ..... Only)** should be enclosed in the appropriate envelope.

We agree to abide by our offer for a period of **one year** from the date fixed for opening of the Commercial Bid and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the Master Document of **NIC/IT/RFP/Procurement/Empanelment\_Nw&Sec/RFP/03/2018** and **NIC/IT/RFP/Empanelment\_Nw&Sec/"<Serial Number.....>"/RFP/03/2018** and the conditions of the Contract applicable to the bid and we do hereby undertake to provide services as per these terms and conditions. The deviations from the technical specification(s) are only those mentioned in the deviations in **Section-67**.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_  
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:

## **65.1 Annexure 2 (Vol-II) – Technical Bid Particulars**

### **Technical Bid Particulars**

- 1. **RFP Number - NIC/IT/RFP/Empanelment\_Nw&Sec/"<Serial Number.....>"/RFP/03/2018**  
**Date:** .....
- 2. Name of the Bidder: .....
- 3. Full Address of the Bidder: .....
- 4. Name of the actual signatory of the product(s)/service(s) offered:  
.....
- 5. Bidder's proposal number and date: .....

6. Name and Address of the officer to whom all references shall be made regarding the bid:  
 .....

Telephone: .....

Fax: .....

E-mail: .....

7. Name and Address of the Single Point of Contact for all communications (including issue resolution and support): .....

Telephone: .....

Fax: .....

E-mail: .....

Bidder:

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:

## 66 Annexure 3 (Vol-II) – Bidder Profile for empanelment (Sample)

RFP Number - NIC/IT/RFP/Procurement/Empanelment\_Nw&Sec/RFP/03/2018

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, ○ Submit photocopy of certificate of registration.	

	<ul style="list-style-type: none"> <li>○ Provide year and place of the establishment of the company.</li> </ul> <p>(Should be an established Information Technology company and in operation for at least 5 years in India)</p>	
7	Is the Bidder registered for service tax with Central Excise Department (Service Tax Cell)? If yes, submit <b>photocopy</b> of valid service tax registration certificate.	
8	Is the Bidder registered with sales tax department? If yes, submit <b>photocopy</b> of valid sales tax registration certificate.	
9	Submit receipt of latest Income Tax Return filed with Income Tax Department. Submit <b>photocopy</b> of PAN card.	
10	Is the Bidder registered with GSTN ? Kindly provide relevant Photocopy of documents.	
11	Is the Bidder <b>blacklisted/debarred/denied</b> by any Government department/Public Sector undertaking as on date of bid submission? <b>(Declaration in this regard to be signed, stamped by Company Secretary/CFO/COO/CEO of the bidder)</b> If yes, give details.	
12	Has the Bidder filed for Bankruptcy in any country? <b>(Declaration in this regard to be signed, stamped by Company Secretary/CFO/COO/CEO of the bidder)</b> If yes, give details.	
13	Does the Bidder have <b>valid</b> ISO 9000 / 9001, ISO 20000 and ISO 27001 certification? If yes, submit <b>photocopies</b> of certificates.	
14	Does the Bidder have at least 10 certified security professionals on their payroll with minimum two CISA & CISSP certifications	
15	Does the bidder have at least 2CCIEs, 5 CCNPs and 50 CCNAs on their payroll? <b>(Declaration in this regard to be signed, stamped by Company Secretary/CFO/COO/CEO of the bidder, with a list such employees and their certifications mentioned against each)</b>	
16	Does the Bidder have a Security Operations Centre (SOC) which is used to manage Information Security Devices for various clients?	
17	If yes, does the SOC have <b>valid</b> ISO 27001 certification on date of bid submission? If yes, submit <b>photocopies</b> of certificates	
18	Does the Bidder have a Network Operations Centre (NOC)?	

19	If yes, does the NOC have valid ISO 27001 certification on the date of bid submission? If yes, submit photocopies of certificates.	
20	The Bidder should have maintained Backbone/Campus Core Grade Switch, Core Router, Data Center Grade NGFW, IPS for BFSI/PSU/Government clients. Should be supported by customer declarations.	
21	The Bidder should have at least 4 (Four) Information Security and Network Orders of their National Customers, each having a order value of at least Rs. 5 Crores within the last 5 years. Should be supported by Customer declarations.	
22	Does the Bidder have an annual turnover of more than Rs. 400 Crores in each of the last 3 (Three) Financial Years 2014-15, 2015-16 and 2016-17? Submit <b>audited</b> balance sheet <b>highlighting</b> the annual turnover from the financial years, <b>along with (Section- 66.1)</b>	
23	Does the Bidder have net profit after tax in the last 3 (Three) Financial Years 2014-15, 2015-16 and 2016-17, as per <b>audited</b> accounts Submit audited balance sheet <b>highlighting</b> the net profit from the financial years <b>along-with (Section-66.1)</b>	
24	Does the Bidder have support office in at least 4 (four) Metro locations viz. Kolkata, Mumbai, New Delhi, Chennai and Bangalore? Substantiate with documents. Refer- <b>Section - 66.2</b>	
25	Does the Bidder have support office in at least 4 (Four) Metro Locations [Kolkata, Mumbai, New Delhi, Chennai] and in Bangalore. (provide <b>declaration</b> to the effect with office locations and addresses).	
26	Bidder to provide <b>Power of Attorney</b> , in favour of the authorized signatory of the Bid	
<p>Signature: .....</p> <p>Name of the authorized signatory .....</p> <p>Designation .....</p> <p>Duly authorized to sign the RFP Response for and on behalf of: ..... (Name and Address of Company)</p> <p>Company Seal:</p>		

**Note:** The Qualification Bid, **Section - 66**, to be submitted along with Financial Information, **Section -66.1**, and Citations, **Section - 66.2**.

## 66.1 Annexure 4 (Vol-II) – Financial Information

### Bidder's Financial Information

RFP Number - NIC/IT/RFP/Procurement/Empanelment\_Nw&Sec/RFP/03/2018

Date: .....

Name of the Bidder	Turn Over (Rs. Crore)			Net Profit (after tax)(Rs.Crore)		
	14-15	15-16	16-17	14-15	15-16	16-17

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:



## 66.2 Annexure 5 (Vol-II) – Citations (Sample)

RFP Number - NIC/IT/RFP/Procurement/Empanelment\_Nw&Sec/RFP/03/2018, and  
NIC/IT/RFP/Empanelment\_Nw&Sec”<Serial Number.....>”/RFP/03/2018, *if applicable*  
Date: .....

Sl. No.	Item	Guidelines	Details	Page number of supporting document
1	Number of Clients			
2	Number of years/client			
3	Client Details	Name, Address, Contact person's Name and Phone No. for <b>each</b> client		
4	Type of implementations – Information Security/per Client	Please specify the <b>order</b> value/Client and also mention whether it is a Network or Security. Order. <b>In case of a combined order, please highlight the separate sections highlighting the security and network components and their value</b>		
5	Office locations of bidder	<b>Minimum</b> 4 metro locations, plus Bangalore		

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:

### Note:

1. The Citations should be given in the above format. A separate copy of this format should be used for **each citation** and Bidder to provided citations in respect of all such implementations.
2. Submit **photocopies** of client engagement letters or certificates on the client letterhead, duly **signed and stamped by the client's authorized signatory**.

**66.3 Annexure 6 (Vol-II) – Intentionally Left Blank**

**67 Annexure 7 (Vol-II) – Statement of Deviation from RFP Terms and Conditions**

**Statement of Deviation from RFP Terms and Conditions**

To,  
Chief Manager - IT,  
IT Department  
National Insurance Company Ltd.  
3 Middleton Street, 4<sup>th</sup> floor,  
Kolkata - 700 071  
Phone No: 2283-0795 Fax No: 2283-1740  
Email: [rs.raman@nic.co.in](mailto:rs.raman@nic.co.in)

**RFP Number - NIC/IT/RFP/Procurement/Empanelment\_Nw&Sec/RFP/03/2018, NIC/IT/RFP/Empanelment\_Nw&Sec/"<Serial Number.....>"/RFP/03/2018 (if applicable)**  
**Date: .....**

Dear Sir,

Following are the deviations and variations from the Terms and Conditions of the Master Document of **NIC/IT/RFP/Procurement/Empanelment\_Nw&Sec/RFP/03/2018** and **NIC/IT/RFP/Empanelment\_Nw&Sec/"<Serial Number.....>"/RFP/03/2018**. These deviations and variations are exhaustive. Except these deviations and variations, the entire implementation can be performed as per your specifications in **NIC/IT/RFP/Empanelment\_Nw&Sec/"<Serial Number.....>"/RFP/03/2018**.

Sl. No.	Section No.	Deviation in the RFP Response	Brief Reason
1			
2			
3			

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:

## 68 Annexure 8 (Vol-II) – Commercial Bid Letter

### Commercial Bid Letter

To,  
Chief Manager - IT,  
IT Department  
National Insurance Company Ltd.  
3 Middleton Street, 4<sup>th</sup> floor,  
Kolkata - 700 071  
Phone No: 2283-0795 Fax No: 2283-1740  
Email: [rs.raman@nic.co.in](mailto:rs.raman@nic.co.in)

RFP Number - NIC/IT/RFP/Empanelment\_Nw&Sec/"<Serial Number.....>"/RFP/03/2018  
Date: .....

Sir,

We hereby declare

1. We hereby offer to provide the Products and Services at the prices and rates mentioned in the Commercial Bid at **Section-68.2**.
2. We do hereby undertake that, in the event of acceptance of our bid, the Products and Services shall be provided as stipulated in the Master Document of **NIC/IT/RFP/Procurement/Empanelment\_Nw&Sec/RFP/03/2018** and **NIC/IT/RFP/Empanelment\_Nw&Sec/"<Serial Number.....>"/RFP/03/2018** (as *applicable*) and that we shall perform all the incidental services.
3. We enclose herewith the complete Commercial Bid as required by you. This includes:
  - a. Commercial Bid Letter **Section-68**
  - b. Commercial Bid Particulars **Section- 68.1**
  - c. Commercial Bid **Section-68.2**.
  - d. A CD containing the soft copy of the Commercial Bid in **pdf** and **xls** format

We agree to abide by our offer for a period of **one year** from the date of opening of the Commercial Bid and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the Master Document of **NIC/IT/RFP/Procurement/Empanelment\_Nw&Sec/RFP/03/2018** and **NIC/IT/RFP/Empanelment\_Nw&Sec/"<Serial Number.....>"/RFP/03/2018** (as *applicable*) and the conditions of the Contract applicable to the bid and we do hereby undertake to provide services as per these terms and conditions.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

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:

## 68.1 Annexure 9 (Vol-II) – Commercial Bid Particulars

### Commercial Bid Particulars

RFP Number - NIC/IT/RFP/Empanelment\_Nw&Sec/”<Serial Number.....>”/RFP/03/2018  
Date: .....

1. Name of the Bidder: .....
2. Full Address of the Bidder: .....
3. Name of the actual signatory of the product(s) offered:  
.....
4. Bidder's proposal number and date: .....
5. Name and Address of the officer to whom all references shall be made regarding the bid:  
.....  
Telephone: .....  
Fax: .....  
E-mail: .....
6. Name and Address of the Single Point of Contact for all communications (including issue resolution and support): .....
- Telephone: .....  
Fax: .....  
E-mail: .....

Bidder:  
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:

**68.2 Annexure 10 (Vol-II) – Commercial Bid (Sample)**

**Commercial Bid**

**RFP Number** - **NIC/IT/RFP/Empanelment\_Nw&Sec/”<Serial Number.....>”/RFP/03/2018** - **Date:** .....

Commercial Bid for Volume-II: To be shared with empanelled Bidder prior to such subsequent procurement/s. Typical Commercial format may be as follows, subject to change depending on the type of procurement being made.

Total Cost of Ownership (TCO)			
S.N.	Table Reference	Items	Cost (INR)
1.	Table A	Hardware Cost	
2.	Table B	Software Cost	
5.	Table C	Manpower	
<b>Grand Total Price (without Tax) - TCO for 5 Years</b>			

Note:

1. All the prices of this document should flow correctly from the respective sheets.
2. The total cost should flow from the individual sheets within this Appendix.
3. Bidder should strictly follow the format given in Table.
4. NIC reserves the right to change the quantity of items quoted above at the time of placing order. In such case the value of the order will be the cost of items finally opted by NIC.
5. The warranty will start from the date of **post-go live of all components of the solution**. The Bidder is responsible for all the arithmetic computation & price flows. NIC is not responsible for any errors.

**Table A: Hardware Cost**

Solutions	Qty (A)	Make & Model	Unit Rate with 3 year warranty (B)	Total, ( C ) = ( A * B )	AMC		Total Amount including AMC (5 years) (K) = E + J
					4 <sup>th</sup> Year ( F )	5 <sup>th</sup> Year ( G )	
<b>Total of Table A</b>							

**Table B: Software Cost**

Solutions	Qty (A)	Make & Model	Unit Rate with 3 year warranty (B)	Total, ( C) = (A * B)	AMC		Total Amount including AMC (5 years) (K) = E + J	
					4 <sup>th</sup> Year ( F)	5 <sup>th</sup> Year (G)		
Any Other, (Please specify)								
<b>Total of Table B</b>								

**Table C- Manpower**

Item	Qty	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	Total Amount
Any Other, (Please specify)							
<b>Total of Table C</b>							

**\*\*\*\* Bidder to mention against each product line wise, the % of the import content in respect of that product. E.g. Hardware Type 1 with required Line Cards, has say 60% import content.**

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:

**Note:**

<b>1</b>	The Commercial Bid should be given in the above format. All the Tables should be filled-in by the bidder.
<b>2</b>	The above-mentioned quotations should be valid for minimum <b>1 (one) year</b> from the date of opening of Commercial Bid..
<b>3</b>	Above prices should include all transport, insurance, installation, etc. as applicable at implementation sites.

<b>4</b>	<p>Note: If Bidder is proposing multiple solutions with multiple hardware, then the tables should be populated accordingly. E.g. Hardware Type-1.... N (DC, DR, HO) ; Software Type-1.... N (DC, DR, HO)</p> <p><b>All Hardware and Servers should be fully populated in terms of Fiber and Copper Ports, modules, along-with transceivers where required</b></p> <p>A separate table should be provided mentioning unit price (INR) and applicable tax (mentioning individual HSN/SAC Code) in separate columns of all the components/services that make up each Hardware, Software, and Service components. The lowest price would be decided on the basis of “Grand Total Price (without Tax) - TCO for 5 Years”</p>
<b>5</b>	<p>The price quoted by the bidder shall be inclusive of all taxes, levies, duties and cess like GST, CGST, IGST etc, which will be paid as per the rate prescribed by Government time to time.</p>

- 69 Annexure – 11 (Vol-II) Format for Queries from Bidders –** Bidders have to provide their queries on scope of work, terms & conditions etc in the below format in excel file only (**xls/xlsx**). Bidders should provide a reference of the page number, state the clarification point and the queries/suggestion/modification that they propose as shown below

S l. N o	Point/Section No #	Term as stated in the Master Document or the Volume-II	Biidder's Query/Suggestion/Modification

**70 Annexure -12 (Vol-II) – E-tendering Procedure**

1. E Tendering Procedure:

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-india-electronictender.com) <https://www.tcil-india-electronictender.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, Commercial bid etc. in the standard formats prescribed in this e-Tender documents displayed in procurement web site. However, 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. 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>

3. Digital Certificate authentication

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.

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 Pre-Qualification and Technical Bid should be similar in both the cases. Mismatching of documents/ information may be the cause of rejection.** The Company calling for tenders shall not be responsible for any claims / problems arising out of this.

5. Bid Submission Acknowledgement:

- The Bidder 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 bidder. Bidders may also note that the incomplete bids will not be saved by the system and not available for the Tender Inviting Authority for processing.
- 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.

6. Special instructions to Bidders for e-Tendering

General-

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

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

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

7. Instructions

Tender Bidding Methodology:

Sealed Bid System

- Prequalification followed by Single Stage Two Envelope

Broad Outline of Activities from Bidder's Perspective:

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



- Download Official Copy of Tender Documents from ETS
- Bid-Submission on ETS

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.

#### 8. 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>].

#### 9. Registration

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

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

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

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

TCIL/ ETS Helpdesk	
Telephone/ Mobile	<i>Customer Support: +91-11-26202699 (Multiple Telephone lines) Emergency Mobile Numbers: +91-9868393792, , 9868393775</i>
E-mail ID	<i>ets_support@tcil-india.com</i>

NIC Contact	
NIC Contact Person & Designation	<i>Mr. R Sundara Raman, Chief Manager-IT / Ms. Sophia Singh, Deputy General Manager-IT</i>
Contact No.	<i>8335080505 [between 10:00 hrs to 17:45 hrs on working days]</i>
E-mail ID	<i><a href="mailto:RS.Raman@nic.co.in">RS.Raman@nic.co.in</a>; <a href="mailto:Sophia.Singh@nic.co.in">Sophia.Singh@nic.co.in</a></i>

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-Bid
  - Commercial-Bid

Offline Submissions:

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

Chief Manager-IT

National Insurance Company  
Limited, Head Office, IT  
Department, 4<sup>th</sup> Floor 3,  
Middleton Street, Kolkata-  
700071 Phone Number: -  
(033)22831728/39 Fax  
Number: - (033)22831740

[RS.Raman@nic.co.in](mailto:RS.Raman@nic.co.in), (M)8335080505

The envelope shall bear RFP Number, Due Date and Wordings “DO NOT OPEN BEFORE \_\_\_\_\_” and contain the following documents:

- *Original copy of the Bid Security in the form of a Bank Guarantee.*
- *Original copy of the letter of authorization shall be indicated by written power-of-attorney.*
- *NEFT/RTGS proof of payment of Rs. 25,000/- drawn in favour of National Insurance Company Limited payable at Kolkata against payment of RFP fee*
- *Passphrase for relevant bid part(i.e. Pre-qualification, Technical & Commercial bid parts)*
- *Bid Documents, Supporting documents and relevant CDs' of Pre-Qualification, Technical and Commercial Bid in the manner as mentioned in the RFP document*

*Note: The Bidder should also upload the scanned copies of documents mentioned in <https://www.tcil-india-electronictender.com> during Online Bid-Submission.*

10. Special Note on Security and Transparency of Bids:

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

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

CAUTION: All bidders must fill ElectronicForms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder.

**If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail. Alternatively, NIC reserves the right to consider the lower of the two pieces of information, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.**

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

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

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

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

### **11. Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop 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 Commercial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

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

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

### **12. Other Instructions**

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

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and

Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

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

### 13. SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

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

- a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
- b. 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.
- c. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
- d. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
- e. 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)
- f. 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.

### 14. 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)

### 15. Vendors Training Program

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

Scheduled Date	To be intimated later on
Venue	To be intimated later on
Vendors Training Charges (Per Participant)	Rs.3,000/-(plus Service Tax @ 14 %), Payment should be in Cash or DD only. DD should be in favour of "Telecommunications Consultants India Ltd" payable at New Delhi.

