

RFP NO:
NIC/IT/RFP/03/2019/CRS
***Additional Data Domain for
Cyber Recovery Solution at
Data Centre - Kolkata***



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

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SECTION - I



Definitions, General Terms and Conditions

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

1.1 Definitions:

In this RFP document the following terms shall be interpreted as indicated below:

- a) 'NIC' means National Insurance Company Limited.
- b) The 'Purchaser' means National Insurance Company Limited.
- c) 'RFP' means 'Request for Proposal'.
- d) The '**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**' means **Enhancement of existing Data Domain Backup Solution for implementation of Cyber Recovery Solution and other Hardware accessories** and related Software, drivers, manuals for the applicable items, which the Supplier is required to supply and install at the location of the Purchaser under the order/contract, as per specifications of this RFP.
- e) The 'Contract' means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the Purchaser and the Supplier, including all attachments and Annexure thereto and all documents incorporated by reference therein. The contract also covers the terms & conditions and other points mentioned in the RFP forms including the accepted deviations (if any). A specimen of the Contract has been given in **Section – V**.
- f) The 'Supplier/Channel Partner' means the person or the firm or the company with whom the order for the Delivery and Installation of the **Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata** is placed, and shall be deemed to include the Supplier's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assignees, as the case may be unless excluded by the terms of the contract.
- g) The term 'Bidder' means 'Supplier/Channel Partner' till submission and evaluation of RFP. The term 'Bidder' may include Original Equipment Manufacturer (OEM) wherever applicable. At the time of issue of Purchase Order and signing of Contract, the successful Bidder will be termed as 'Supplier'.
- h) The 'Bid Price' means the 'Total Price' (As per Table 'D', Section-IV) quoted by the bidder.
- i) The 'Contract Value' means the total amount payable against '**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**', related Software and other accessories to be supplied and installed and related services by the Supplier.
- j) 'EMD' means Earnest Money Deposit being the amount to be deposited by the bidder to NIC in the form of BG/Demand Draft along with the bid.
- k) 'PBG' means Performance Bank Guarantee to be submitted by the supplier as the guarantee of performance against the concerned Order.
- l) The 'Order' means the Purchase Order issued in favor of the successful Bidder.
- m) 'Service' means services ancillary to the supply of the '**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**', such as transportation, insurance, installation, maintenance, any other incidental services and obligations of the Supplier covered under the contract.
- n) The term 'Authorized Signatory' as used in the RFP document shall mean one who has signed the RFP and he/she should clearly indicate the capacity in which he / she has signed the RFP and the company or firm shall be bound by his / her signature.
- o) Wherever the word 'he' appears in this document, it shall be deemed to include 'she', 'it' as may be appropriate
- p) 'NIC Address' means the address for bid submission and opening of RFP / verification/ Technical evaluation of '**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**' and is as follows:

Chief Manager-IT
National Insurance Company Limited,
Head Office, IT Department, 4th Floor

3, Middleton Street, Kolkata- 700071
Phone Number: - (033)22831728/39
Fax Number: - (033)22831740
Contact Person: Mukesh Goyal
Contact No.: 8370008912
E-mail: m.goyal@nic.co.in

NIC reserves the right to extend the last date/time for submission of bids or modify the Technical Specifications/locations of delivery/conditions stipulated in any one items of this RFP Documents till final bid submission date and all such changes/modification will be informed through NIC website: www.nationalinsurance.nic.co.in as well as e-Procurement portal of ITI i.e. www.tenderwizard.com/NICL

1.2 Application:

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

1.3 Earnest Money Deposit (EMD):

The offer for supply, installation and maintenance of ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’ must be accompanied with a deposit in the form of Bank Guarantee(BG)/Demand Draft (DD) for amount mentioned in Section II payable at Kolkata in favour of “National Insurance Company Limited” issued by any Scheduled Bank, which would carry no interest. Non-submission of EMD along with Pre-Qualification cum Technical Bid will disqualify the Bidder and his Commercial Bids will not be entertained.

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

- i. Withdraws his bid at any time before the LOI or Purchase Order or Advice for execution is issued against the respective RFP.
OR
- ii. Fails or refuses to receive the Purchase Order within two working days from the date of issuance of the Purchase Order.
OR
- iii. Fails or refuses to execute the work after having been identified as L1 before or after LOI/Purchase Order/Advice for execution is issued.
OR
- iv. Fails or refuses to furnish the Performance Guarantee of 10% of the Contract Value.
OR
- v. Fails or refuses to execute the Contract within 14 days of issue date of PO.
OR
- vi. Fails or refuses to execute the work as per the Contract.
OR
- vii. The ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’ supplied are not accepted by NIC Official/s and due to non-compliance of any terms & conditions of RFP.
OR
- viii. Fails to commence the delivery within Eight weeks.

1.4 Pre-Qualification cum Technical Bid

Please refer to Section-II of the RFP.

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

1.5 Price Schedule:

- 1.5.1 All quotes are to conform to the format as per Price Schedule in Section – IV; Quotes should be only in INR.
- 1.5.2 The Bidder will submit their quotations after carefully examining the documents/conditions. The Bidder must obtain for himself on his own responsibility and at his own expenses all the information necessary to enable him to prepare and submit a proper quotation.
- 1.5.3 It will be the responsibility of the Bidder to take care of all formalities, if any, necessary as per orders of any government/non-government authority in force at the point of time of delivery of said items.
- 1.5.4 The final price for evaluation for the supply, installation and commissioning of the ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’ would be decided on the basis of the "Basic total Price" as specified in section IV.
- 1.5.5 The Supplier shall agree to maintain the price and configuration until execution of the entire order or 1 (One) year from the placement of the Purchase Order whichever is later. However, should there be a fall in the prices between the date of submission of bid under this RFP and the date of delivery of the ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’ ordered for, on account of revision in prices of any components or on account of revision in duties and taxes or for any other reason whatsoever, the benefit shall be passed on to the Company. Similarly, if the model of the ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’ ordered for is replaced in the market by models of better technology or configuration before it is delivered, delivery should be of the latest configuration / technology (same make) without any price implication.
- 1.5.6 Arithmetical errors will be rectified on the following basis:
 - a. If there is discrepancy between words and figures, words will prevail.
 - b. If there is a discrepancy between the break-up price and total price, the break-up price shall prevail.
 - c. If tax amount does not corroborate with the tax percentage mentioned in the price bid, the tax percentage prevails and amount shall be corrected up to two decimals.
 - d. The total amount shall be rounded off to Rupees for the purpose of determining L-1 bidder.

1.6 Other Conditions:

- 1.6.1 Bids without proper authorization from the OEM (in case the Bidder is not the OEM) shall be treated as non-responsive and shall be rejected forthwith.

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

1.6.3 No consideration will be given to a bid received after the date and time stipulated by NIC and no extension of time will be permitted for submission of Bids. However, NIC reserves the right to extend the last date and time for submission of the bids at its own discretion.

1.6.4 Canvassing/misleading information in any form in connection with Bids is strictly prohibited and Bids submitted by bidders who resort to these types of activities are liable to be rejected.

1.6.5 NIC reserves the right to call for any clarification from any/all Bidder during the evaluation of the bids. However, no other correspondence on bids will be entertained.

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

1.6.7 Replica of the soft copy of bid must be submitted in form of Hard copy.

1.6.8 NATIONAL INSURANCE COMPANY LIMITED DOES NOT BIND ITSELF TO ACCEPT ANY BID AND RESERVES THE RIGHT TO ACCEPT/REJECT ANY BID WITHOUT ASSIGNING ANY REASONS THEREOF.

1.7 Scheduled Delivery and Installation:

Scheduled Delivery and Installation of the ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’, ordered for is required to be completed by Scheduled Completion Date i.e. latest by sixteen calendar weeks at Kolkata offices of NIC after issuance of Work Order. The cost of delivery and installation, if any, will have to be borne by the Supplier and no separate charges will be paid by NIC.

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

- a) Supply of ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’.
- b) Any relevant accessories, Software and media in order to comply with the Technical Specification.
- c) Associated Documents/Licenses/Manuals.

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

The supply, installation and maintenance of ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’ should be done under the supervision and guidance of NIC officials.

1.8 Terms of Payment:

1.8.1 All payments pertaining to this RFP will be made from Head Office.

The applicable GST will be paid by NIC as per Invoice of the supplier.

1.8.2 Performance Bank Guarantee of 10% of Contract Value in the form of BG covering the entire warranty period from the date of installation and commissioning of ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’ should be furnished by the successful Bidder/s in favor of NIC at the time of signing of the contract. The signed Contract (as per format given in Section – V) should be submitted to NIC within two weeks from the issue of the purchase order.

NIC will make payment as follows:

Invoice should be raised for Kolkata (DC) with the GSTIN of Bidder registered for Kolkata and the same should be submitted at NIC Head Office, IT Department, Kolkata. As per the payment terms bidder needs to raise the invoice for delivery and installation separately.

1.8.3 NIC will pay 70 % of the Purchase Order Amount of ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’ against full delivery and other related items like accessories and manuals to the successful Bidder against submission of the following documents from each of the location:

- a) A copy of Signed Contract covering the period of 5 years warranty (as Per format given in **Section – V**).
- b) A Performance Bank Guarantee of 10% of the Contract Value in the form of BG covering the period of 5 years warranty from the last installation completion date of ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’ under this purchase order of this RFP.
- c) Invoice (with reference of Purchase Order / advice for execution, description of **Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata** delivered, quantity, unit price, total amount).
- d) Delivery Challans.
- e) ‘Proof of Delivery’ in original signed by both the Bidder’s representative and NIC official with official Seal and Date.
- f) ‘Proof of No Short Shipment’ in original for respective locations stamped and signed by both the Bidder’s representative and NIC official with official seal along with date.
- g) Letter from the Bidder/s confirming that there has been no fall in prices between the date of submission of bid under this RFP and the date of delivery of the components in the respective locations of NIC.
- h) Software Licenses for Utility / System Software, if any.
- i) Original manuals, media, licenses of hardware/software and all relevant accessories as may be required.
- j) No Dues Certificate (i.e., indemnifying the Purchaser that the supplied items or services do not bear any dues from any other sources, whatsoever).
- k) Certificate Indemnifying the Purchaser by the Bidder regarding Violation of Copyright and Patents.
- l) Certificate regarding undertaking of authenticity for ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’ supplied from/by OEM.

1.8.4 In the event of recording any short shipment of ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’, components, payment for the entire consignment of ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’ will not be released till such short shipment is taken care of by the Supplier.

1.8.5 The balance 30% (Thirty) of the Purchase Order Amount shall be paid by NIC to the successful Bidder/s against submission of the following:

- a. Successful Installation and Commissioning of the '**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**' within the scheduled installation period.
- b. Installation Reports/ Certificate, in original, duly signed with date and stamped by the Bidder and NIC official/s with official seal of NIC where the Backup Solutions have been delivered. **Serial Numbers of the Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata must be specified in the Installation Reports.**
- c. If the site is not ready, the Site Not Ready (SNR) Certificate must be taken from authorized official of NIC. In such case, penalty clause will not be imposed as per the LD Clause.
- d. Invoice for balance amount.
- e. Ensuring that the Performance Guarantee of 10% of the Contract Value in the form of BG covers the covering the period of 5 years warranty from the last date of installation of '**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**' under this purchase order of this RFP.
- f. Proof of payment of Entry Tax and Octroi as applicable (in original) for reimbursement.
- g. Software Licenses for Utility / System Software, if any.
- h. Original manuals, media, licenses of hardware / software and all relevant accessories as may be required.

1.8.6 **No advance payment will be made by NIC.**

1.9 Warranties and AMC(Annual Maintenance Contract):

The 'Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata' to be supplied / delivered must be new and should form part of the manufacturer's current product line. The Supplier/s should guarantee that the 'Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata' supplied are new, unused and conform to technical specifications of design, materials and workmanship mentioned in the quotation. The Supplier should also guarantee that the 'Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata' supplied should perform satisfactorily as per requirements mentioned in the specification. The warranty, which for all practical purposes would mean Comprehensive On-site Replacement Warranty and free of charge, shall start and remain valid for 05(Five) years from the last date of installation of the last unit of 'Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata' under this RFP. After expiry of warranty period the product will be put under AMC as per NIC requirement.

The warranty and AMC shall cover the following:

- a) Quality, strength and performance of the materials and equipment supplied.
- b) Safe electrical and mechanical stresses, on all parts of the equipment under all conditions of operation.

- c) Prompt service during maintenance period for repairs .
- d) Replacement warranty must be given on all the ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’ to be supplied.

1.10 Maintenance during Warranty Period:

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

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

1.10.3 Penalty Clause: (Applicable during Warranty Period):

Any ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’ that is reported to be down on any day should be attended as follows:

Location	Resolution Time
Kolkata	6 Hour

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

- a) Penalty for call resolution within first two working days beyond above permissible period: 0.25 % of contract value per NIC working day per call.
- b) Penalty for call resolution after first two working days beyond above permissible period: @ 0.50% of contract value per NIC working day per call.
- c) In case the penalty as per the above mentioned rates crosses 4 days cumulative penalty, for any call, NIC may consider the option of encashment and forefietment of the entire PBG amount.

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

1.11 Cancellation Clause:

If the **Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata** are not supplied and installed within specified timeline as mentioned in Purchase Order, NIC reserves the right to terminate the contract with the right to invoke the Performance Guarantee furnished by the Supplier/s favoring NIC . In this respect NIC will give sufficient notice to Supplier to address the issue.

1.12 Delays in delivery:

Delivery of the ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’ and performance of the services shall be made by the Supplier/s in accordance with the time schedule mentioned in the Purchase Order.

Any delay by the Supplier/s in the performance of its delivery obligations shall render the Supplier/s liable for imposition of liquidated damages 0.5% per week amount will be deducted on exceeding the date of delivery and/or termination of the contracts for default, besides encashment of the EMD.

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

Once the stipulated date for delivery of the ‘Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata’ is crossed and no delivery has commenced, NIC may consider termination of the contract and/or annulment of Purchase Order besides encashment of the EMD.

1.13 Clarification of Bids:

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

1.14 Contract with NIC:

The Supplier/s will have to enter into a contract for a period of 5 years with National Insurance Company Limited within 14 working days of NIC from the date of receiving of purchase order. The format of the contract is attached in **Section –V**. Failure to enter into Contract may result in cancellation of the Purchase Order.

1.15 Termination on Insolvency:

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

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

1.16 Governing Language:

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

1.17 Applicable law:

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

1.18 Notices:

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

As the Purchaser's Registered Head Office is situated within the Jurisdiction of the High Court at Kolkata all disputes and differences are subject to the Jurisdiction of The Calcutta High Court. In this respect NIC will provide sufficient notice period to supplier to address the issue.

1.19 Assignment:

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

1.20 Sub-Contract :

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

1.21 Obligation :

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

1.22 Exchange Rate Variation Clause:

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.

Bidder should clearly indicate the percent of import content in their Commercial Bid.

SECTION - II

RFP Specific Terms and Conditions



National Insurance Company Limited

Head Office

3, Middleton Street, Kolkata 700 071

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

- 2.1 The RFP Number and Name of this RFP is **NIC/IT/RFP/03/2019/CRS** for ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’.
- 2.2 Invitation to RFP (e-RFP) is for Delivery, Installation and Maintenance and related services in respect of **Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata** as per specifications given in the RFP.
- 2.3 Intending Bidders who satisfy the eligibility criteria laid down hereunder may download the RFP Document from the company’s website (www.nationalinsurance.nic.co.in or e-Procurement portal of ITI i.e. www.tenderwizard.com/NICL . Bidders may please note for participation in this e-RFP, it is mandatory to download official copy of RFP document from ITI’s e-Procurement portal) between **12th June 2019 to 5th July 2019** and in this case the Bidder has to submit, in a separate envelope supercribed as “RFP Fee”, a nonrefundable RFP Document Fee of Rs. 20,000/- (Rupees Twenty Thousand) only by way of Demand draft drawn on a Scheduled Bank in favor of the National Insurance Company Limited payable at Kolkata along with the other documents to be submitted offline. Non-furnishing of RFP Document Fee will disqualify the bidder.
- 2.4 If any Bidder uses any brands/ models not complying with BOM, his bid will be summarily rejected. The RFP will consist of PQB followed by commercial bid.

Special Registration Instructions for this e-Tender:

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

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

- 2.5 Last Date & Time for Submission of bid is on or before **5th July 2019 Time:1:00 PM** at 'NIC Address'.
- 2.6 Online Pre-Qualification cum Technical bids will be opened on **5th July 2019 Time: 3:00 PM** at 'NIC Address'.
- 2.7 The Bidders, who qualify in the Pre-qualification cum Technical Bid stage, will be intimated of their selection and their Commercial bids shall be opened in due course accordingly.
- 2.8 Date till which the bid is valid: One year from the date of opening of Commercial Bids.
- 2.9 Bidders are advised to study the RFP Documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP Documents with full understanding of its implications.
- 2.10 The consultants of NIC or their sister concerns will not be permitted to participate in this RFP.
- 2.11 NIC reserves the right to accept / reject any / all offers without assigning any reason whatsoever. The decision of the Company in selecting the vendor/s would be final and conclusive.

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

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

- ❖ All Bids must be accompanied with Earnest Money Deposits in the form of BG/Demand Draft (DD)/NEFT/RTGS–payable at Kolkata drawn on a Scheduled Bank, in favor of National Insurance Company Limited. The amount of Earnest Money Deposit will be Rs. 10, 00,000/- (Rupees Ten Lakh) only.
- ❖ Particulars for NEFT/RTGS Transfer:
 - Name as per Bank Account : National Insurance Company Limited
 - Bank Account Number : 417953111
 - Type of Account : Current Account
 - Name of the Bank : Indian Bank
 - Name of the Branch : Russell Street, Kolkata – 700071
 - MICR Number of the Branch : 700019018
 - IFSC No. of the Branch : IDIB000R024
- ❖ Non-furnishing of EMD/s along with the Pre-Qualification cum Technical bid will disqualify the Bidder and his Commercial bids will not be entertained.
- ❖ The EMD amount submitted by the Bidder will be returned, without any interest, to the unsuccessful Bidders after issuance of Purchase Order to the successful bidder.
- ❖ For the successful Bidder the EMD amount, without any interest, will be refunded on submission of Performance BG as Security Deposit which will not carry any interest till warranty period is completed. The Performance Guarantee should be as per format given in **Section – V**.
- ❖ This RFP Document is not transferable.

2.13 Procedure for Submission of Bids:

Offline Documents/ Documents to be submitted in Hardcopy –

- (A) **EMD in the form of BG/DD should be enclosed only in the envelope for Pre-Qualification cum Technical Bid for respective items. If the EMD is not enclosed as above, the bid is liable to be rejected, even if included in any other envelope which remains unopened at the time of opening the envelope for Pre-Qualification cum Technical Bid.**
- (B) Original copy of the letter of authorization shall be indicated by written power-of-attorney.
- (C) DD of Rs. 20,000/- drawn in favour of National Insurance Company Limited, payable at Kolkata against payment of RFP fee/ Cost of RFP Documents.

- (D) The **Pre-Qualification cum Technical Bid and commercial Bid** in a sealed envelope should be super scribed “**RFP No. NIC/IT/RFP/03/2019/CRS** for supply, installation and maintenance of ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’ the wording “**DO NOT OPEN BEFORE 5TH July, 2019**” and “**Pre-Qualification cum Technical Bid and commercial Bid** for supply, installation and maintenance of ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’”.

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

Online Documents –

The **Pre-qualification cum Technical Bid** should be submitted online on e-Procurement portal of ITI i.e. <https://www.tenderwizard.com/NICL>

The **Commercial Bid** should be submitted online on e-Procurement portal of ITI i.e. <https://www.tenderwizard.com/NICL>

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

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

- 2.14.1 Offline/Hardcopy documents to be submitted to the below mentioned address in a sealed envelopes super scribed with the **wordings** “supply, installation and maintenance of ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’ and **RFP Number, Due Date and Wordings** “**DO NOT OPEN BEFORE 5th July, 2019**” along with envelope containing DD as RFP Fee.

Addressee and Address of the RFPs:

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

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

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

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

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

Pre-Qualification cum Technical Bid comprises the following:

Pre-qualification cum Technical Bid Stage Eligibility Criteria:

- (i) **The bidder should be Authorized Channel partner or Authorized Service Partner of the manufacturer holding authority from the OEM to deal with National Insurance Company Limited on behalf of the manufacturer,** for the products quoted for. This shall be supported by appropriate documentary proof with competent authority, having MAF from OEM. The Bidder should be capable of delivering within **Eight weeks** from the date of issue of the Purchase Order **and** installing within **Eight weeks from the date of delivery of the systems specified in this RFP** at Data Centre in Kolkata, from the date of issue of the Purchase Order. The Bidder should have sold ‘SAN / Backup Device ’ in India for any 2 of the last 3 years and should have a minimum turnover of Rs. 200.00 Crore (including ‘Backup Device’) in at least any two of the following three financial years i.e. 2016-17, 2017-18 and 2018-19. This has to be substantiated by the audited Balance sheet of the Firm / Company for the relevant years.
- (ii) The bidder should provide POA to the representative with respect to this RFP.
- (iii) The Bidder should have posted Net Profit/Positive Net Worth in any two of the last three financial years. This has to be substantiated by the audited Balance sheet of the Firm / Company for the relevant years.
- (iv) The Bidder should have full fledged service support infrastructure in Kolkata. This has to be substantiated by the documentary proof like list of Service Centres. On spot surprise visit by NIC for inspection may be done, if required.
- (v) The Bidder should have executed at least two of the three single Work Orders (including Backup device) each with a minimum value of Rs.1.00 Crore (Rupees One Crore) only during the last three financial years(2016-17, 2017-18, 2018-19). Photocopies of Work Completion certificates have to be submitted as a documentary proof.
- (vi) Bidders’ and ‘Suppliers/Authorized Channel Partners/Authorized Service Partners(ASP)’ who have not successfully executed any purchase order issued to them by NIC, if any, in last 4 financial years (2015-16, 2016-17, 2017-18, 2018-19) are not eligible to participate in this bid exercise.
- (vii) The Bidder should be registered with GST Authorities, so that applicable benefits can be passed on to NIC.
- (viii) The OEM/ Bidder should be having following valid Certifications at the date of opening of RFP and must enclose copies of such certificates namely :
 - a. ISO 9001:2008
 - b. ISO 14001:2004
 - c. ISO/IEC 27001:2013
- (ix) Declaration from the OEM to installation, configuration and commissioning the product within the stipulated time.

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

IV. Commercial Bid comprises the following:

- 1) Price of the Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata.

Note: Deviation(s) in Commercial Bids is not acceptable.

The formats of particulars of above-mentioned items are given in **Section – III**.

Note: *National Insurance Company Limited shall not be responsible for non-receipt of the bid*

Documents due to any reasons whatsoever.

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

2.15 E-Tendering Procedure:

- P.C. connected with internet.
- Registration with Service provider portal www.tenderwizard.com/NICL
- The vendor should possess a Class III Digital Signature certificate (Mandatory).
- (Bids will not be recorded without Digital Signature Certificate.)
- In case of any clarification please contact ITI Ltd., before the schedule time of the e-Procurement.

Contact Helpdesk:-

HELPPESK NO. 9073677150/151/152, E-mail: helplinetenderwizard@gmail.com for more detail please click on 'Contact Us' link

- a) For registration, Submission procedure and method of correspondence etc. Please visit our website: www.tenderwizard.com/NICL and click on the link "User Manual (Download)" on home page
- b) To view the RFP/Tender Documents please visit our website: www.tenderwizard.com/NICL and click on "**Live Tenders**" link
- c) Registration/Enrollment of Bidder on e-procurement Portal of NICL:

In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of NICL with valid Digital Signature Certificate (DSC) issued from any agency authorized by CCA and which can be traced up to the chain of trust to the Root Certificate of CCA. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

The bidders will have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial and General Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.

The bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in support of the same in respect of eligibility criteria is found to be wrong or misleading at any stage, they will be liable to be punitive action.

- d) Help for participating in e-tender:

The detailed method for participating in the e-procurement are available in the website www.tenderwizard.com/NICL . The bidders have to Log on to NICL's web site and then click on the specified links to start participating in the e-tendering process.

Bidders are also free to communicate with the contact person of the service provider to get all clarifications regarding the mode of the e-procurement process.

NB : (I) Please note that there is no provision to take out the list of parties downloading the tender document from the above referred web site . As such , tenderers are requested to see the website once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties.

(ii) No separate intimation in respect of corrigendum to this NIT(if any) will be sent to tenderers who have down loaded the document of NICL.

e) The offer should be submitted (uploaded) as per the terms and conditions and procedures laid down in the website of M/s ITI Ltd www.tenderwizard.com/NICL tender document failing which the offer is liable for rejection.

Bidders should download the complete NIT including the Annexure and read carefully before filling the details and uploading the documents.

- e) The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

SECTION - III

Contents of Particulars of Pre- Qualification cum Technical Bid



National Insurance Company Limited

Head Office

3, Middleton Street, Kolkata 700 071

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

3.1 Bidder's particulars:

- a. NAME AND ADDRESS OF THE BIDDER :
- b. NAME AND ADDRESS OF THE MANUFACTURER (IF NOT SAME AS POINT 1 ABOVE):
- c. LOCATION OF CORPORATE / HEAD OFFICE OF BIDDER :
- d. DATE & COUNTRY OF INCORPORATION :
- e. WHETHER ABLE TO DELIVER WITHIN 8 WEEKS FROM DATE OF ISSUE OF P.O. & INSTALL 'Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata' AT SPECIFIED LOCATIONS OF NIC WITHIN EIGHT WEEKS FROM THE DATE OF DELIVERY: **YES/NO**
- f. INCOME TAX PAN NUMBER :
(PLEASE ATTACH PHOTOCOPY OF LATEST I.TAX CLEARANCE CERTIFICATE)
- g. GST REGISTRATION NO. :
(PLEASE ATTACH GST REGISTRATION CERTIFICATE)
- h. NAME & ADDRESS OF THE CONTACT PERSON TO WHOM ALL THE REFERENCE SHALL BE MADE WITH TEL. NO./ FAX/ E-MAIL :
- i. Is the Bidder **blacklisted/debarred/denied** by any Government department/Public Sector undertaking As on date of bid submission? :
If yes, give details.

SIGNATURE : _____

NAME : _____

DESIGNATION: _____

DATE : _____

SEAL OF THE COMPANY

3.2 MANUFACTURER’S AUTHORIZATION FORM

(Supply, installation and maintenance of ‘Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata’)

To

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

Dear Sir,

Sub: RFP No _____ for supply, installation and maintenance of ‘Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata’

We who are established and reputable manufacturers of Having factories at do hereby authorize M/s. (Name and Address of Supplier/Partner) to submit a bid of the following Products and/or services, resell, negotiate and conclude the contract for the supply requirement associated with the above RFP ‘, in their own capacity.

When resold by Supplier / Partner, the quoted products are subject to manufacturer’s standard support and warranty terms. In the event of Supplier / Partner, not being able to fulfill its obligations in respect of applicable standard warranty terms with respect to the quoted products/services, we will take reasonable steps with National Insurance Company Limited for execution pertaining to our products through another authorized partner, in accordance with tender technical requirements applicable to our portion of deliverables on the terms and conditions as may be mutually agreed between EMC and National Insurance Company Limited.

Yours faithfully,

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

Signature of Witness

Dated:
Place:

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 (POA) to bind the manufacturer.

3.3 Undertaking of Authenticity for ‘Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata’, FOR EACH ‘Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata’ and software supplied

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

Sub: Supply for ‘Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata’ & Software’s

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

With reference to the ‘Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata’, FOR EACH ‘Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata’ & Software’s being supplied/quoted to you vide our invoice no/quotation no/order no. Cited above, we hereby undertake that all the components/parts/assembly/software used in the ‘Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata’, FOR EACH ‘Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata’ & Software under the above like ‘Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata’ shall be original, new components/parts/assembly/software only, from respective OEMs of the products and that no refurbished/duplicate/second hand components/parts/assembly/software are being used or shall be used.

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

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

In case of default and we are unable to comply with above at the time of delivery or during installation, for the ‘Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata’/Hardware/Software already billed, we agree to take back the ‘Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata’, FOR EACH ‘Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata’ and software’s, without demur, if already supplied and return the money if any paid to us by you in this regard.

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

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

Name and Designation:

Place

Date

To be procured Bill of Material/Technical Compliance:-

Please provide the below bill of materials with Part No. mentioned below or equivalent DELL EMC Part No.:

Serial	Part Code	Description	Qty
1	C-FLDIN6800	DD6800 OPTION - FIELD INSTALL KIT	1
2	C-16GFC-M2P-NF	DD 16GBIT FC IO MOD LC 2PORT OPTION	2
3	DD6800	SYSTEM DD6800 NFS CIFS	1
4	PC-SAFRIND-1	POWER CORD,DD S AFRICA-INDIA,BS546C13,2M	10
5	DD6800-CTL	SYSTEM DD6800 CTL NFS CIFS	1
6	C-DS60-4-240S-G3	OPT DS60 SHELF 60X4TB SAS HDD G3	1
7	C-DD6800EXPKIT	DD6800 OPTION - EXPANSION KIT SSD	1
8	C-DS60-4-120S-G3	OPT DS60 SHELF 30X4TB SAS HDD G3	1
9	C-10GBTM4P-NF	DD 10GBASE T IO MODULE 4PORT	1
10	C-DD6800SSDBASEKIT	DD6800 BASE KIT -SSD	1
11	M-PREHWDD-DD1	PREMIUM HARDWARE SUPPORT	1
12	DDOS-60	DOCS DD OS DOC 6=IA	1
13	458-001-921	DD6800 SSD CAPACITY LICENSE	1
14	456-111-330	FS 800GB 0.8TB RAW=CF	4
15	M-PRESWDD-DD1	PREMIUM SOFTWARE SUPPORT	1
16	458-001-415	DD6800 OPERATING ENVIRONMENT SOFTWARE	1
17	456-109-724	LICENSE BASE DD OE DD6800=IA	1
18	M-PRESWDD-DD1	PREMIUM SOFTWARE SUPPORT	1
19	458-001-920	DD6800 RAW SHELF CAPACITY LICENSE	1
20	456-111-963	DS60 4TB ACT 60TB RAW=CB	6
21	M-PRESWDD-DD1	PREMIUM SOFTWARE SUPPORT	1
22	458-001-800	DD SOFTWARE=CB	360
23	M-PRESWDD-DD1	PREMIUM SOFTWARE SUPPORT	1
24	458-001-801	DD BOOST SOFTWARE OPTION=CB	360
25	M-PRESWDD-DD1	PREMIUM SOFTWARE SUPPORT	1
26	458-001-802	DD REPLICATION SOFTWARE OPTION=CB	360
27	M-PRESWDD-DD1	PROSUPPORT W/MISSION CRITICAL SOFTWARE SUPPORT	1

28	Professional Services for Cyber Recovery Solution implementation		1
29	AVMFIELDKITG4TD	AVAMAR G4T FIELD KIT COBRANDED	5
30	PC-SAFRIND-1	POWER CORD,DD S AFRICA-INDIA,BS546C13,2M	12
31	AVM19CBINTG4S	AVAMAR G4S INTERNAL 19-CABLE BUNDLE	2
32	AVMCOMKIT4T	AVAMAR G4T COMM MODULE INSTALL KIT	1
33	AVMCOMG4TF	AVAMAR G4T COMM MODULE FLD INSTL	2
34	AVMUTILFG4TD	AVAMAR G4T UTILITY NODE FLD INSTL	1
35	AVM10GBMCU	AVAMAR G4T QUAD 10GB CU MANF INSTL	10
36	AVM2400FG4TD	AVAMAR G4T M2400 NODE FLD INSTL	4
37	AVM6CBLEXT	6 NODE LONG CABLE BNDL EXTERNAL ROUTING	2
38	W-PS-HW-001	PROSUPPORT W/NBD-HARDWARE WARRANTY	1
39	M-PSM-HW-DP-M1	PROSUPPORT W/MISSION CRITICAL-HARDWARE	1
40	WU-PSM-HW-PM-001	PROSUPPORT W/MISSION CRIT WARRNTY UPG-HW	1
41	AVMFIELDKITG4TD	AVAMAR G4T FIELD KIT COBRANDED	5
42	PC-SAFRIND-1	POWER CORD,DD S AFRICA-INDIA,BS546C13,2M	12
43	AVM19CBINTG4S	AVAMAR G4S INTERNAL 19-CABLE BUNDLE	2
44	AVMCOMKIT4T	AVAMAR G4T COMM MODULE INSTALL KIT	1
45	AVMCOMG4TF	AVAMAR G4T COMM MODULE FLD INSTL	2
46	AVMUTILFG4TD	AVAMAR G4T UTILITY NODE FLD INSTL	1
47	AVM10GBMCU	AVAMAR G4T QUAD 10GB CU MANF INSTL	10
48	AVM2400FG4TD	AVAMAR G4T M2400 NODE FLD INSTL	4
49	AVM6CBLEXT	6 NODE LONG CABLE BNDL EXTERNAL ROUTING	2
50	W-PS-HW-001	PROSUPPORT W/NBD-HARDWARE WARRANTY	1
51	M-PSM-HW-DP-M1	PROSUPPORT W/MISSION CRITICAL-HARDWARE	1
52	WU-PSM-HW-PM-001	PROSUPPORT W/MISSION CRIT WARRNTY UPG-HW	1
53	VMWare Enterprise Plus 1 Processor License with 5 years 24/7 Support from OEM		12

54	THE BIDDER HAS TO BUILD A CAGE ENCIRCLING THE CRS RACK IN THE LOCATION IDENTIFIED BY NIC WITH BIOMETRIC ACCESS CONTROL DOOR FOR FIVE PERSON OR THE BIDDER HAS TO PROVIDE A SECURED RACK WITH BIOMETRIC ACCESS CONTROL FOR FIVE PERSON.	1
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Scope of Work of OEM after delivery of product by bidder in DC and DR :-

- The selected bidder shall be responsible for designing the backup solution/ strategy with sizing of software & hardware, installation and configuration of the entire Backup Solution.
- The selected bidder will implement backup solution with Disk to Disk methodology for the list of user Desktop PCs and will support in configuring new backup jobs for our future requirements.
- The selected bidder will configure Source based deduplication to backup endpoints (desktops/laptops) and will demonstrate the source based deduplication functionality.
- The selected bidder will configure his software/hardware backup appliance/solution with replication.
- The selected bidder will install the backup clients on all the desktops/laptops and configure backup policies in accordance to the technical specifications provided.
- The selected bidder after configuring and implementing the complete backup solution will demonstrate retrieval of data directly to the target system.
- The selected bidder will be responsible to respond to emergency events on urgent basis as per SLA which will be signed at a later stage.
- Bidders may conduct survey of the sites and examine the equipment and quote services accordingly.
- The Cyber Recovery solution should cater to the following checklist:
 1. Describe how copies of data are securely updated
 2. Describe the methods and controls used to isolate and protect secure copies of data in the environment
 3. The Solution must operate on an autonomous, orchestrated basis without outside intervention required for normal updates of the data
 4. Solution must be completely offline from the production network except when receiving updates
 5. Solution must have an easy-to-operate Graphical User Interface (GUI) and APIs available for customization
 6. Solution must use encryption to transfer data between the Production and Cyber Recovery Architecture environments
 7. Solution must offer WORM equivalent protection for data stored

8. - Does the WORM capability provide a "security officer" or similar setting that helps to prevent the control from being compromised? If so, please describe.
9. Solution must provide the ability to maintain multiple copies of data.
10. Solution must provide the ability to record and report on log-in activity, errors, critical incidents, etc.
11. Solution must provide the ability to harden the equipment maintained in the Cyber Recovery Architecture environment
12. Solution must support all the major backup software
13. Solution has to be isolated and off-network
14. Solution has to be protected in a limited access, secure location; e.g. a vault, cage, locked room/cabinet, etc.
15. Physical access to the isolated recovery vault environment shall be protected with appropriate access controls
16. Network connections outside of vault are limited to only the necessary connections and protocols for data copy-in cycles and error reporting out
17. None of the equipment in the vault, i.e. network switches, storage, compute technologies can be shared with environments outside the vault
18. When data is not being copied into the vault, the network connection used for copy-in shall be disabled.
19. Wireless network technologies (Wi-Fi, Bluetooth, NFC, etc.) are not allowed in the solution.

Resident Engineer:

One Resident Engineers will be required for a period of 1 year and can be further extended at the same price. The resident engineer would be responsible for maintaining and attending complaints during all working days (Monday to Friday) 10:00 A.M. to 6.00 P.M and in the event of any exigency whenever called. In case of absence or non-availability of the resident engineer substitute must be made available without any time loss otherwise LD clause is applicable as per point no 15. The resident engineer should be on the payroll of OEM. The details are as follows:

Resident Engineer for Cyber Recovery Solution and Client Backup Management

- Backup users are to be created on systems in which backups are required. Backup schedule will be governed by the backup policy of each entity.
- Raising tickets with OEM.
- Periodic data backup.
- Management of backup media.
- Daily status report on process execution on server health and backup status.
- Shall work within a variety of different computer system environments, such as Redhat Linux variants and Microsoft Windows with familiarity with AIX operating system.
- Shall be responsible for implementing the backup policy of NIC including the installation of backup agents in servers and configuring the backup server(s) so that the backup window as defined by NIC is achieved.
- Payment terms of resident engineer:
 Payment terms: The payment will be made as per the following terms, on production of the requisite documents: (a) Quarterly payments on submission of User clearance/Satisfactory certificate.

Note: --- The implementation, migration and other necessary activities for the above scope of work should be provided by DELL EMC.

SECTION - IV

Contents of Particulars of Commercial Bid



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

4. PRICE SCHEDULE

4.1 Device Cost with Three year warranty (TABLE A)

Sl No	Items	Quantity	Unit Cost (excluding any taxes)	Total Cost (excluding any taxes)
1	Additional Data Domain for Cyber Recovery Solution at Data Centre – Kolkata (Serial 1-28)	1		
2	Additional Data Domain for Cyber Recovery Solution at Data Centre – Kolkata (Serial 29-52)	1		
3	VMWare Enterprise Plus 1 Processor License with 5 years 24/7 Support from OEM (Serial 53)	12		
4	THE BIDDER HAS TO BUILD A CAGE ENCIRCLING THE CRS RACK IN THE LOCATION IDENTIFIED BY NIC WITH BIOMETRIC ACCESS CONTROL DOOR FOR FIVE PERSON OR THE BIDDER HAS TO PROVIDE A SECURED RACK WITH BIOMETRIC ACCESS CONTROL FOR FIVE PERSON (Serial 54)	1		
5	Total Cost			

*All the prices quoted in Table A should be valid for 2 years.

Signature of Witness

Date :

Place :

Signature of Bidder

Date :

Place :

Seal :

4.2 Resident Engineer (TABLE B)

Sl No	Items	Quantity	Unit Cost (excluding any taxes)	Total Cost (excluding any taxes)
1	Resident Engineer Cost for 1 person for 1 year	1		
2	Total Cost			

*Resident Engineer cost should be valid for 5 years. However, it is NIC discretion to continue or not after 1st year is completed. If NIC decides to continue then it should be at the same rate as quoted.

Signature of Witness

Date :

Place :

Signature of Bidder

Date :

Place :

Seal :

4.3 Post Warranty AMC Rate (TABLE C):-

SI No.	Items	1 st Year	2 nd Year	Total Price Post Warranty AMC for 1 st and 2 nd Year
1	Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata			

4.4 Net Price (TABLE D)

SI No	Items	Total Price (excluding any taxes)
1	Device Cost as per Table A	
2	Resident Engineer Price as per Table B	
3	Post Warranty AMC Rate Table C	
4	Net Price(Table A + Table B + Table C)	

Note: - L1 will be decided on Net Price of Table D.

SECTION - V

**Format of Contract
Format of Performance
Bank Guarantee**



National Insurance Company Limited

Head Office

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

5.1 Format of Contract

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

THIS Memorandum of Understanding/Agreement is made on this _____ day of _____, 2019 BETWEEN M/s. _____ and carrying on business at _____ (hereinafter referred to as "SUPPLIER" and shall include its heirs, successors or permitted assigns) of the First Part and NATIONAL INSURANCE COMPANY LIMITED, a Company registered under the Companies Act, 1956 having its registered Head Office at 3, Middleton Street, Calcutta – 700 071 (hereinafter referred to as "PURCHASER" and shall include its heirs, successors or permitted assigns) of the Second Part.

WHEREAS the Supplier manufactures or procures, supplies, installs and maintains 'Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata' and sells and/or distributes such 'Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata' being party of the Second Part herein.

AND WHEREAS the Purchaser intends to procure 'Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata' for its users and has explained to the Supplier the purposes and uses for which the 'Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata' are being purchased.

AND WHEREAS the Supplier has assured that the 'Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata' they would supply would be fit for the purposes of the Purchaser and has been agreed to relieve the "PURCHASER" from the Principle of "CAVEAT EMPTOR" being the Purchaser is a mere consumer of the 'Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata' hereby it is better to rely on SUPPLIER as to the fulfillment of the purpose/s of the purchase/procurement and/or installation and maintenance.

AND WHEREAS the Purchaser invited RFPs from Suppliers for submitting bids for supply of 'Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata' mentioned in the Purchaser's Invitation to RFP containing broad terms and conditions for the purchase, supply, installation and maintenance of the 'Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata' as detailed in the RFP documents.

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

AND WHEREAS out of the several bids, when opened, the Purchaser found the price quoted by the Supplier for 'Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata' to be the lowest of the submitted bids.

AND WHEREAS the Purchaser would place orders on the Supplier for purchasing 'Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata' Computers as mentioned in the RFP and in the Offer Papers on the terms, conditions and specifications mentioned therein and in the Purchase Order issued on _____ 2019.

AND WHEREAS the parties herein intend to set out the terms and conditions for such purchase and maintenance of 'Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata' after installation and matters connected therewith and to define the mutual rights and obligations of the parties herein.

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

1. **Scope:**

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

2. **Definition:**

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

3. **The ‘Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata’:**

The Supplier will sell and deliver specified ‘Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata to the Purchaser at the locations as specified in the Purchase Order. Such Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata will include inter alia, the following

(Please mention here the specifications offered and accepted)

4. **Price:**

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

12. **Taxes and Duties:**

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

13. **Contract Amendment:**

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

14. **Assignment:**

To be reproduced from sub-section **1.19** of **SECTION – I** of RFP

15. **Sub-Contract:**

To be reproduced from sub-section **1.20** of **SECTION – I** of RFP

16. Delays in the Supplier Performance:

To be reproduced from sub-section **1.12** of **SECTION – I** of RFP

17. Right to Use Defective ‘Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata’:

If after delivery, acceptance and installation and within the warranty period, the operation or of use of the ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’ proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’ until rectification of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser’s operation shall not be treated as acceptance and/or estoppels.

18. Termination for Defaults:

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

- a) If the Supplier fails to make delivery of the ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’ and to render services within the time period(s) specified in the Contract or any extensions in the delivery/installation period thereof granted by the Purchaser, or
- b) If the Supplier fails to perform any other obligations under the Contract.

19. Resolution of Disputes:

All disputes and/or differences in respect of which the Supplier and the Purchaser have not been able to amicably resolve through negotiations shall on the initiative of either party be referred to the adjudication by a Sole Arbitrator to be nominated by the General Manager, IT of NIC whose decision shall be final and the Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 with any statutory modifications thereof, if required.

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

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

20. Compliance with Terms and Conditions:

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

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

SIGNED SEALED AND DELIVERED FOR _____(Vendor)_____

By the hands of Shri/Smt. _____

In presence of Shri/Smt. _____

In presence of Shri/Smt. _____

SIGNED SEALED AND DELIVERED FOR NIC

By the hands of Shri/Smt. _____

In presence of Shri/Smt. _____

In presence of Shri/Smt. _____

5.3. GENERAL FORMAT FOR PERFORMANCE BANK GUARANTEE

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

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

Dear Sirs,

In consideration of your having placed a Purchase Order for purchase of ‘**Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata**’ Computers (with..... and your agreeing to pay the aforesaid Messers (hereinafter referred to as ‘The Supplier’ and shall include his heirs, successors and permitted assigns) a sum of `..... (Rupees.....) as and by way of payment in terms of the Contract / Supply Order / Purchase Order No. dated with you (hereinafter referred to as ‘Contract’) on your agreeing to furnish to you with our guarantee in the manner hereinafter contained, we(Bankers Name) located atwith registered office at

DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. We, Bank Ltd. having our office located at do hereby undertake to indemnify National Insurance Company Limited or their heirs, successors or permitted assigns (hereinafter referred to as NIC) and keep indemnified to the extent of the sum of `..... (Rupees) from and against all losses and damages that may be caused to NIC in relation to the payment to be made by NIC to the Supplier as aforesaid by reason of any default or defaults on the part of the Supplier in the due supply of plant / machinery / equipment / spares / services for carrying out any work or discharging supplier’s obligation as per the said contract in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof and in the event of any default or defaults on the part of the Supplier as aforesaid we shall forthwith on demand and without demur pay to NIC any sum not exceeding in the total the said sum of `..... (Rupees) as may be claimed by NIC to be due from the Supplier by way of refund of such payment or any portion or otherwise as NIC’s losses and / or damages, costs charges or expenses incurred by reason of such default or defaults on the part of the Supplier as aforesaid.
2. Notwithstanding anything to the contrary, NIC’s decision as to whether the Supplier has made any such default or defaults and the amount or amounts to which NIC is entitled by reasons thereof will be binding on us and we shall not be entitled to ask NIC to establish their claim or claims under this guarantee, but will pay the same forthwith on NIC’s demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by NIC on the applications by the Supplier after completion of delivery of ‘Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata / services / terms and conditions at site provided always this guarantee shall in no event remain in force after the day of without prejudice to NIC’s claim or claims arisen and demanded from or otherwise notified to us in writing on or before the seventh day after the said date of expiry of the guarantee which will be enforceable against us notwithstanding that the same is or not enforced after the said date.
4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period this agreement till such time with the Supplier’s consent on the request by NIC.

5. NIC will have the fullest liberty without affecting this guarantee, either to vary, or to modify and to revoke any of the terms and conditions of the said contract or to extend the time of performance of the Supplier or to postpone for any time or from time to time any of NIC's rights or powers against the Supplier and either to enforce or to forbear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this guarantee by the exercise of NIC's liberty. With reference to matters aforesaid or by reason of any time being given to the Supplier, or any other forbearance, act or omission on NIC's part or any indulgence by NIC to the Supplier or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties, would but for the provisions hereof, have the effect of so releasing us from our liability hereunder provided always nothing herein contained will enlarge our liability hereunder beyond the limit of ` (Rupees.....) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.
6. This guarantee shall not in any way be affected by NIC's taking or varying or giving up any securities from the Supplier or any other person, firm or company on their behalf or by winding up, dissolution, insolvency or death as the case may be of the Supplier or his company/firm.
7. In order to give full effect to the guarantee herein contained, NIC shall be entitled to act as if we were your principal debtors in respect of all NIC's claims against the Supplier hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the Supplier from time to time arising out of or in relation to the said contract and in respect of which NIC's claim in writing is lodged on us on or before the seventh day after expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been lodged / given / submitted when the same is posted.
10. This guarantee and the powers and provisions herein contained, are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to NIC by us and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the Supplier or us nor shall it be affected by any change in your constitution or by amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. This guarantee shall come into force simultaneously with NIC's making the aforesaid payment to the Supplier and shall not be revoked by us whether before its coming into force or any time during its currency without NIC's prior consent in writing.
13. We further agree and undertake to pay to NIC the amount demanded by NIC in writing irrespective of any dispute or controversy between NIC and the Supplier.
14. Notwithstanding anything contained hereinabove our liability under this agreement is restricted to ` Rupees) . Unless a written claim is lodged on us for payment under this guarantee within seven days of the date of expiry of this guarantee i.e. on or before all NIC's rights under this guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us, discharged.
15. We have power to issue this guarantee in NIC's favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this guarantee under the Power of Attorney granted to him by the Bank.

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

FOR & ON BEHALF OF

(BANKER'S NAME)
Branch Manager
(Banker's seal)

Address.....

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

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

INTEGRITY PACT
BETWEEN

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

AND

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

Preamble

The PURCHASER intends to award, under laid down organizational procedures, contract(s) for **Procurement of Additional Data Domain for Cyber Recovery Solution at Data Centre - Kolkata** (hereinafter referred to as the 'Project'). The PURCHASER necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the PURCHASER may appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

Section 1 – Commitments of the PURCHASER

(1) The PURCHASER commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a) No employee of the PURCHASER, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand take a promise for or accept, for self or third person, any material or immaterial benefit , which the person is not legally entitled to.

- b) The PURCHASER will, during the tender process treat all Contractor(s)/Bidder(s) with equity and reason. The PURCHASER will in particular, before and during the tender process, provide to all Contractor(s)/Bidder(s) the same information and will not provide to any Contractor(s)/Bidder(s), confidential/additional information through which the Contractor(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The PURCHASER will exclude from the process all known prejudiced persons. The PURCHASER shall obtain bids from only those parties who have been short-listed or pre-qualified or through a process of open advertisement/web publishing or any combination thereof.

(2) If the PURCHASER obtains information on the conduct of any of its employees, Contractor(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the PURCHASER will inform the Chief Vigilance Officer and subject to its discretion, can additionally initiate disciplinary actions.

(3) The PURCHASER will enter into agreements with identical conditions with all Contractor(s)/Bidder(s), in the different Work Packages in the aforesaid Project.

(4) The PURCHASER will disqualify from the tender process all Contractor(s)/Bidder(s) in the range of Rs 1 Crore and above, who do not sign this Pact or violate its provisions.

Section 2 – Commitments of the Bidder(s) / Contractor(s)

(1) The Bidder(s) / Contractor(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the PURCHASER's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the PURCHASER as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign PURCHASERS, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the

Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

(e) The bidder(s) / Contractor(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and/or exclusion from future contracts.

(1) If the Bidder(s) / Contractor(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the PURCHASER, at its sole discretion, is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or terminate the Contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available to the PURCHASER under the relevant clauses of GCC/SCC of the tender/contract.

(2) If the Contractor(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the PURCHASER will also be entitled to exclude such Contractor(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the PURCHASER, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.

(3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the PURCHASER will be entitled to exclude the contractor from further tender/contract award processes.

(4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three years.

(5) If the Contractor(s)/Bidder(s) can prove that he has restored/recouped the damage to the PURCHASER caused by him and has installed a suitable corruption prevention system, the PURCHASER may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

Section 4: Compensation for Damages

(1) If the PURCHASER has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit(EMD)/ Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/Contractor(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Contractor(s)/Bidder(s) as may be imposed by the PURCHASER, in terms of Section 3 above.

(2) If, at any time after the awarding of the Project, the PURCHASER has terminated the contract according to Section 3, or if the PURCHASER is entitled to terminated the contract according to Section 3, the security Deposit/Performance Bank Guarantee furnished by the Contractor, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the PURCHASER under the relevant clauses of General/Special Conditions of Contract. The Contractor(s)/Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/Contractor(s), as may be imposed by the PURCHASER in terms of Section 3 above.

Section 5: Previous transgression

(1) The Bidder(s)/Contractor(s) herein declares that it has committed no transgressions in the last 3 years with any other Company in any country confirming to the anti-corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

(2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Contractor(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such and the Bidder(s)/Contractor(s) can be black listed in terms of Section 3 above.

Section 6: Independent External Monitor / Monitors

(1) The PURCHASER shall, in case where the Project Value is in excess of Rs 1 Crore and above, may appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.

(2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the CMD, NIC. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid Monitor.

(3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Chairman-cum Managing Director, NIC.

(4) The Bidder(s) / Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the PURCHASER including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality.

(5) The PURCHASER will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provide such meetings could have an impact on the contractual relations between the PURCHASER and the Contractor.

(6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the PURCHASER and request the PURCHASER to discontinue and/or take corrective action, or to take other relevant action(s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.

(7) The Monitor will submit a written report to the CMD, NIC within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.

(8) If the Monitor has reported to the CMD, NIC, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, NIC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, NIC.

(9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

Section 7: Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the PURCHASER obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or and associate or a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if the PURCHASER has substantive suspicion in this regard, the PURCHASER will forthwith inform the same to the Chief Vigilance Officer, NIC.

Section 8: Duration of the Integrity Pact.

The Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Contractor(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded. If any claims are 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)

Place _____
Date _____

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

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

Place _____
Date _____

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____
