



National Insurance Company Limited

Head Office, Information Technology Department
Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-

ONLINE TENDER INVITATION FOR PROCUREMENT OF MICROSOFT LICENSES MS Office 365 APPS FOR ENTERPRISE FOR PERIOD OF 3 YEARS

Last time & date of Online Submission in GeM Portal: 1 PM on 15-06-2026

Last time & date of Submission of Physical Bid Documents: 3 PM on 15-06-2026

Tender Opening: 3:30 PM on 15-06-2026

Tender Reference: NIC/IT/RFP/16/2026/Microsoft Licenses of NIC

Requirement: Procurement for Microsoft Licenses "MS Office 365 App for Enterprise".

Pre-Qualification cum Technical Bid: Annexure-A & C

Commercial Bid: Annexure-B

Address for communication and dropping Hard Copy:

DGM-IT,

National Insurance Co. Ltd.,

Head Office, Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156

Tender Documents can be downloaded from <https://nationalinsurance.nic.co.in>, GEM Portal CPP portal from 02nd June 2026



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National Insurance Co. Ltd., Head Office referred as NIC/COMAPANY invites tender offers from eligible bidders for supply of Microsoft Licenses APP for Enterprise.

Details are as follows:

- The offer shall be given in two separate sealed Covers, “**Technical Bid**” and “**Commercial Bid**” by marking “**Quotation for PROCUREMENT OF MICROSOFT LICENSES**”.
- The documents should be signed by the authorized official.
- Commercial Bid will be considered only when the Eligibility criteria (Refer Point no.1 of Terms and Conditions) is met and Technical Bid (ANNEXURE A & C) is complied with, or else commercial bid shall not be considered.
- Any bid incomplete in any respect will not be considered and shall be rejected.
- The final price for evaluation for the supply, installation and commissioning of the ‘Microsoft Licenses’ would be on the basis of L1 decided through **reverse auction in GeM portal**.
- This tendering exercise is for the discovery of Price and PO will be subject to internal approval of NIC once the rate is discovered.

TERMS AND CONDITIONS OF THE TENDER

1. Pre-Qualification cum Technical Eligibility Criteria. (Annexure-A)

- a) The bidder should be a company registered in India as per Company Act 1956 /2013.
- b) The bidder should have minimum average turnover of Rs 50 Crore for previous three financial years i.e., 2022-23, 2023-24 and 2024-25 as per the audited balance sheet available at the time of submission of tender. Copies of the audited balance sheet and Profit & Loss Statement of the company showing the same to be submitted.
- c) The Bidder must have profit/positive Net Worth in at least 3 (Three) of the last 5(Five) financial years i.e. from 2020-21 to 2024-25. Copies of the audited balance sheet and Profit/Loss statement of the company is to be submitted.
- d) Bidder should be either an Original Equipment Manufacturer (OEM) of devices/software solutions or authorized partner/SI of OEM. In case the bidder is an Authorized partner of the OEM, Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM or its authorized partner. OEM can quote directly or through authorized partners. However, both i.e. OEM & their authorized partner cannot participate in the RFP. In case, both (OEM & their authorized partner) participate, the bid of the OEM only will be considered. Supporting document - Authorization letter from OEM.
- e) The bidder should have the experience of supplying the Microsoft Licenses in at least two BFSI/Central or State Govt. in India for minimum value of 2 Crores during any of the last three years from the date of bid submission of RFP.
- f) The Bidder must be a certified Licensing Solution Provider (LSP) of Microsoft for Enterprise Agreement (EA), as on the Bid Submission date of RFP.



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- g) Bidders who have failed to execute any purchase order issued to them by NIC or if bidder opted out at any stage (e.g., PQB, Technical, Commercial stage) of RFP floated by NIC, if any, in last 3 financial years i.e., 2022-23, 2023-24 and 2024-25 are not eligible to participate in this bid exercise. This restriction will prevail even in case of change of identity of such bidder through merger, change of name, takeover etc. Declaration to be submitted by the bidder on their letter head confirming the same.
- h) Bidder has to submit Declaration for No Conflict of Interest attached Annexure in their Letter Head along with Bid.
- i) Bidder has to Sign Integrity Pact in Non-Judicial Stamp paper and submit it along with the Bid.
- j) Bidder has to submit Power of Attorney in Non-Judicial Stamp paper along with the Bid.
- k) Valid Date of Registration certificate, GST details, PAN details need to be submitted along with Bid.
- l) Bidder must be ISO 9001:2015 certified.
- m) The Bidder shall enclose all documentary proof against the points mentioned above with the Bid, otherwise bid will not be considered for further evaluation.

The successful bidder has to enter into a contract with National Insurance Company Limited within 14 working days of NIC from the date of receiving of purchase order and need to submit PBG of 3% of contract value valid for 39 months within 14 days of receiving the purchase order. Failure to enter into Contract and non-submission of PBG may result in cancellation of the Purchase Order. Once the contract is signed by both the parties, Bidder needs to get the contract notarized and submit to NIC within 5 working days from signing the contract.

2. Payment Terms: National Insurance Co. Ltd., will make Payment after delivery of licenses and signoff from NIC through NEFT/RTGS upon submission of hard copy of invoices and satisfactory performance. No advance payment will be made by NIC.

Payment will be released on yearly basis by the NIC Head Office. NIC shall have the right to withhold any payment in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of NIC. All the Payment shall be made in Indian Rupee (₹) only. Payment terms are as under:

- **Annual Subscription Fee:**

- 1) 100% of yearly subscription cost plus applicable taxes will be released after delivery & implementation of “MS Office 365 – Apps for Enterprise Licenses” product in the proposed branches / offices of NIC subject to submission of following documents: -
 - i) PBG (Performance Bank Guarantee),
 - ii) Delivery of licenses sign-off, signed by respective NIC Officials and the Bidder’s representative.
 - iii) Implementation and Acceptance sign-off, signed by respective Officials of NIC Head Office and the Bidder’s representative along with submission of evidences thereof.
- 2) 100% renewal subscription cost with applicable taxes will be released on yearly basis for 2nd year and 3rd Year during the contract period upon successful renewal of “MS Office 365 – Apps for Enterprise Licenses” & submission of evidences thereof.



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- 3) On procurement of additional licenses subscription cost with applicable taxes will be paid on pro-rata basis for the part of year and 100% renewal subscription cost with applicable taxes will be released on yearly basis with existing subscription.

The addition of “MS Office 365 – Apps for Enterprise Licenses” will be undertaken as per the requirement of NIC and accordingly payable amount will be calculated based on the unit cost and actual units of licenses.

- a. NIC will not pay any amount in advance. Payment shall be released within 30 days from submission of all relevant documents complete in all respect found in order by the office.
- b. The payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty, TDS if any. The Successful Bidders has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, GSTIN, State Code, State Name, HSN Code etc.

Fixed Price and Taxes

- (A) The commercial offer shall be on a fixed price basis, exclusive of all taxes and levies. No price variation relating to increases in applicable taxes customs duty, excise tax, dollar price variation etc. will be permitted. The bidder shall pay any other Tax being applicable after placement of order, during currency of the project only.

(B) Taxes:

The consolidated fees and charges required to be paid by the NIC against each of the specified components under this RFP shall be all-inclusive amount with currently (prevailing) applicable taxes. The bidder shall provide the details of the taxes applicable in the invoices raised to NIC. Accordingly, NIC shall deduct at source, all applicable taxes including TDS from the payments due/ payments to bidder. The applicable tax shall be paid by the bidder to the concerned authorities.

2- In case of any variation (upward or down ward) in Government levies / taxes / etc. up-to the date of providing services, the benefit or burden of the same shall be passed on or adjusted to NIC. If the service provider makes any conditional or vague offers, without conforming to these guidelines, NIC will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

3- Goods and Services Taxes (GST) and its Compliance

- i. Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Bidder shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-
- ii. TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.



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iii. It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to NIC by way of commensurate reduction in the prices under the GST Law.

iv. If bidder as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.

4- NIC shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

Implementation: -

Licenses of “MS Office 365 – Apps for Enterprise” must be delivered, implemented and made live in the proposed Desktop PCs / Laptops / I-Pads etc. across the offices of NIC as per the time schedule mentioned in the RFP. Failure to meet these schedules as mentioned above in Delivery Schedule” will constitute a material breach of performance.

Penalty will be charged 1% of project cost per week or part thereof for delay in delivery and implementation of application / solution beyond stipulated time period mentioned in RFP from the date of acceptance of purchase order subject to a maximum cap of 10% of the project cost.

In the event of delayed beyond 10 weeks, the NIC will be forced to cancel an awarded contract related to this RFP due to the successful bidder’s inability to meet the agreed delivery dates, NIC may take suitable penal actions as deemed fit.

System / Application Up-Time: -

The bidder undertakes and guarantees a system Up-Time of 99.9% during the period of contract with the NIC is in force. The bidder is liable for a penalty of 1% of TCO (Total Cost of Ownership) on monthly basis when system availability falls below the expected availability of 99.9% apart from replacement of the respective software / licenses at bidder’s own cost for ensuring system availability. Such penalty shall be adjusted with subsequent year subscription payment. The total penalty will be the maximum of 10% of the contracted value of the project and hence NIC will have the discretion to cancel the contract if penalty amount exceeds 10% of the total contract value.

If the system up-time remains below 99.9 % on three consecutive calendar months, NIC will be forced to cancel the awarded contract considering the successful bidder’s inability to meet the agreed delivery terms and suitable penal actions may be taken as deemed fit.

The Bidder is liable for penalty of ₹ 100/- per day per license in case of non-availability / accessibility of MS office software to any user due to technical reason if any attributed to Bidder / OEM during the contract period. The total penalty will be the maximum of 10% of the contracted value of the



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project and hence NIC will have the discretion to cancel the contract if penalty amount exceeds 10% of the total contract value.

In case of dispute arises at any stage, the same shall be settled as per terms and conditions stipulated in the RFP. If the same is not settled as per terms and conditions stipulated in the RFP, either party may refer the dispute to arbitration as provided herein.

Service Level Agreement (SLA)

Format of SLA is to be submitted by NIC within 30 days from date of acceptance of PO for Licenses of “MS Office 365 – Apps for Enterprise” and Bidder has to execute SLA with NIC within 21 days after receipt of the SLA format.

The Bidder will take total responsibility for the fault free operation of “MS Office 365 – Apps for Enterprise” products / licenses during the period of contract.

The software licenses/ subscriptions and assurance to be procured under this RFP will be governed as per the end user license agreements (Enterprise Agreement) signed between the NIC and OEM. The support obligations under the agreement will be of OEM.

All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the successful bidder.

Order Cancellation

If the bidder fails to deliver and implement the product within time schedule of eight weeks or the extended date communicated by NIC, it would be considered as a breach of contract. NIC reserves the right to cancel the purchase order or entire contract in all such cases of breach of contract by giving 30 days' notice.

In addition to the cancellation of purchase order, NIC reserves the right to appropriate the damages from the Bid Security /Performance Bank Guarantee given by the bidder and/or foreclose the bank guarantee given by the bidder against the advance payment and may take appropriate action. Further, in case of failure to adhere to the terms and conditions of the RFP in totality, concealment of facts in the tender documents, failure to fulfil the contractual obligations of the Purchase order etc., NIC may debar/blacklist the successful bidder from participating in future tender processes.

Liquidated Damages

1. If the successful Bidder/Vendor fails to perform the Services within the period(s) specified in the Contract / SLA, the NIC shall, without prejudice to its other remedies under the Contract, deduct penalty from the Contract Price, as Liquidated Damages (LD), for every such default in service.
2. The Liquidated Damages (LD) shall be 1 % of contract amount for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will



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be pegged at 10% of the contract amount. Once the liquidated damages reach 10% of the contract amount, NIC may consider termination of the contract or invocation of Bank guarantee. In this context NIC may exercise both the rights simultaneously or severally. In case NIC exercises its right to invoke the Bank guarantee and not to terminate the contract, NIC may instruct to concerned bidder to submit fresh Bank guarantee for the same amount in this regard.

At that point, the contract price will stand reduced to the actual amount payable by the NIC. Proportionately the payment payable to the Successful Bidder will also stand reduced. All the deliverables given to the NIC at that instant will continue to be the property of the NIC and the NIC plans to use the same for any purpose which it may deem fit.

Confidentiality & Non – Disclosure

The bidder is bound by this agreement for not disclosing the NIC data and other information. Resources working in the premises of NIC are liable to follow the rules and regulations of NIC and are governed by the outsourcing policy of the NIC.

The document contains information confidential and proprietary to the NIC. Additionally, the bidder will be exposed by virtue of the contracted activities to the internal business and operational information of the NIC, affiliates, and/or business partners, disclosure of receipt of this tender or any part of the aforementioned information to parties not directly involved in providing the requested services could result in the disqualification of the bidders, premature termination of the contract, or legal action against the bidder for breach of trust.

No news release, public announcement or any other reference to the order, relating to the contracted work if allotted with the assignment or any program hereunder shall be made without written consent from the NIC.

As the bidder is providing support services for multiple offices of NIC, the bidder at all times should take care to build strong safeguards so that there is no mixing together of information/ documents, records and assets is happening by any chance.

The bidder should undertake to maintain confidentiality of the NIC information even after the termination / expiry of the contracts.

The Non-Disclosure Agreement (NDA) should be entered in to between NIC and the successful bidder within a period of 21 days from, the date of acceptance of purchase order.

Guarantee on software license

The bidder shall guarantee that the software supplied under this contract to NIC is licensed and legally obtained. Software supplied should not have any embedded malicious and virus programs.

Execution of Contract, SLA and NDA

The bidder and NIC should execute

- i. Contract, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by NIC and



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- ii. Non-disclosure Agreement.
- iii. The bidder should execute the contract and NDA within 21 days from the date of acceptance of the Purchase Order.
- iv. SLA with NIC should be executed within 21 days from the date of receipt of the SLA format from NIC. The format of SLA with NIC should be submitted to successful bidder within 30 days from the date of acceptance of the Purchase Order.

3. Others:

- a) The offer must be made in Indian Rupees only, all costs should be given in figures and words. No upward revision of price will be acceptable even if any changes or fluctuation in rupee dollar rates.
- b) There shall be no deviation from the specified technical specifications given in ANNEXURE-A. The bid which deviates from the given BOM will be rejected.
- c) The bids will be opened through GEM Portal at 15:30 Hrs. on 15-06-2026.
- d) Bidder must submit Tender Fees of **Rs. 20,000** and EMD of **Rs. 10, 00,000** in the form of DD/NEFT along with bid.
- e) GeM terms and conditions will prevail.

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

Particulars of NEFT/RTGS transfers:

Name as per Bank Account:

National Insurance Company Limited

Name as per Bank Account: National Insurance Company Limited

Bank Account Number : 6762010554

Type of Account: Current Account

Name of the Bank: Indian Bank

Name of the Branch: Russell Street, Kolkata – 700071

MICR Number of the Branch: 700019018

IFSC No. of the Branch : IDIB000R024



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- f) Price for the items shall be quoted as per the **Annexure-B**.
- g) Documentary proofs regarding eligibility criteria (Refer Point 1) must be enclosed or else bid shall be rejected.
- h) Submission of both online and offline bid is mandatory. Non Submission of any one of the bid, may reject the entire bid.
- i) L1 Bidder needs to sign contract with NIC within 14 days of receiving PO. Non submission may allow NIC to terminate the PO.

4. General Terms and Conditions of E-Reverse Auction:

NIC will resort to "E-Reverse Auction procedure" i.e. online bidding on GeM Portal. Details for the same may be downloaded from GeM portal against the said RFP.

1. Reverse Auction is enabled in this bid.
2. For the proposed Reverse Auction, technically and commercially acceptable qualified bidders only shall be eligible to participate.
3. Techno commercially qualified bidders will participate in RA after successfully evaluation of commercial bid.
4. NIC will utilize the services of GeM for the online bidding and reverse auction through GeM Portal.
5. Bidders will be notified through GeM Portal for e-Reverse Auction event.
6. Reverse Auction will be conducted after opening of commercial bid.
7. At the end of Reverse Auction event, the lowest bidder value will be made known on the network.
8. The L1 bidder after RA has to submit hard copy duly signed filled-in prescribed format as provided on case-to-case basis to NIC within 24 hours (Twenty Four) of Reverse Auction without fail. If not submitted, bids will be rejected.
9. GEM condition will prevail.

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

4.1 Other Conditions:

- i. 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.
- ii. A bid determined not substantially responsive will be rejected by the purchaser and cannot be made subsequently responsive.
- iii. No consideration will be given to a bid received after the date and time stipulated by



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- 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.
- iv. 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.
 - v. 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.
 - vi. No price variation / adjustment, explanation, correction or any other escalations will be entertained.
 - vii. Over-writing without proper authentication is not permitted in filling up the bids and may entail rejection of the bids.
 - viii. 50% of commercially qualified bidders (Starting from L1) will be allowed to participate in RA. However, GEM condition will prevail.
 - ix. RA will start immediately after commercial bid evaluation and will be valid for 48hours.
 - x. Participated bidders will be notified through GeM for Reverse Auction.
 - xi. Maximum 5 number of auto extension is allowed during participation in RA.
 - xii. The products and price offered cannot be withdrawn by the bidder from GeM during the bid validity period.
 - xiii. During Reverse auction, Start / Reference Price and Step Value of Decrement will be indicated to the Bidders at the start of the auction through GeM portal. Any participating bidder can bid one or multiple Step Decrement lower than the prevailing Lowest Bid at that time.
 - xiv. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value and last Bid Placed by him.
 - xv. Whenever a lower price bid is received in the closing moment i.e. within 15 minutes of existing end time of Reverse Auction, the end time of reverse auction will be extended automatically by another 15 minutes. All participant sellers of that RA shall be notified by the GeM system about extension of time through email and/or SMS and they shall be allowed to submit revised bid under the RA. The same process shall be repeated, if there is another lower bid received in the RA during last 15 minutes of RA.
 - xvi. NIC will not have any liability to bidders for any interruption or delay in access to the GeM site / Reverse Auction link etc., irrespective of the cause.

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

Note: Bidder has to submit self-declaration in their letter head at time of submitting bid where they have to agree to all points mentioned above pertaining to reverse auction process.

Delivery Schedule

All the licenses as mentioned in Bill of Materials (BOM) should be procured in the name of the "National



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Insurance Company Limited” and the Licenses of “MS Office 365 – Apps for Enterprise” must be delivered, implemented and made live in the proposed Desktop PCs / Laptops / I-Pads etc. across NIC within 8 (eight) weeks from date of issuance of purchase order. NIC will share list of branches/offices/locations of Desktops/Laptops/I-Pads etc. with the successful bidder for installation and activation of the products/service.

The successful bidder must strictly adhere to the delivery timelines as mentioned in the RFP. In case, delivery & implementation deadlines are not met for reasons attributable to bidder, then NIC will be forced to impose penalty @ 1% of contract value per week or part thereof to a maximum of 10% of total contract value. If delay exceeds ten weeks from due date of delivery & implementation, NIC reserves the right to cancel the entire order.

Further, Failure to meet these stipulated delivery schedules; it may constitute a material breach of the Bidder’s performance unless it is due to reasons entirely attributable to NIC and the bidder will be solely responsible for any loss to the NIC. The liability in such an event could be limited to the extent of loss to the NIC and will be adjusted from Performance Bank Guarantee.

SCOPE OF WORK

- OEM Authorized Vendor will have to provide Microsoft Licenses as per line items mentioned in Commercial Bid (Annexure B) within 30 days of issuance of PO.

In case of non-compliance of providing the Microsoft licenses within the stipulated timelines as per Purchase Order issued to the L1 bidder, the PO may be cancelled at the discretion of NIC and EMD may be invoked. The Scope of the work is for Supply, installation and support of Licenses for MS Office 365 – App for Enterprises with 3 (three) year subscriptions as per the quantity details in Bill of Material given below as well as in the ANNEXURE-D and else wherein the document. Bidder should ensure that the software licenses are legally obtained with valid documentation made available to NIC.

BOM (Bill of Materials)

SKU	Description	Qty.
3JJ-00003	M365 Apps Enterprise Sub Per User	3450

After delivery of above-mentioned Microsoft Products licenses, the selected bidder also has to ensure the following things: -

- i) The selected bidder has to ensure timely delivery, successful implementation and subscription services of “MS Office 365 – Apps for Enterprise Licenses” in the proposed Desktop PCs / Laptops / I-Pads etc. across all locations of NIC.
- ii) During the subscription period, if any issue is raised, then successful bidder needs to resolve



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- the issue in coordination with M/s Microsoft involving assigned technical manager / customer success account manager to get the break fix support directly from the OEM as per Service Levels and Uptime guarantee.
- iii) The patches / updates released by Microsoft from time to time should be available for life cycle of the product and will be downloaded and applied automatically whenever internet connections given to the systems. However, the successful bidder has to provide the patches/updates, which are not available on website or not downloadable from the website for any technical reason.
 - iv) The uninstallation /installation and activation of MS Office have to be done by the successful bidder on NIC Desktops/ Laptops/Devices at the required NIC branches/offices/locations using the options: a. remotely from NIC central location using Microsoft's Office Deployment Tool, b. pushing image file to respective devices through file transfer. Onsite support would be required during initial period of implementation and subsequently during half yearly validation only and telephonic as well as offline support will be required for rest of the time to resolve issues if arises during contract period. However, onsite support will be extended whenever issues not resolved through telephonic and offline support during contract period.
 - v) The successful bidder has to provide adequate training and operational guidelines to designated NIC personal as and when required. The Bidder should also arrange trainings for the NIC through Microsoft Team.
 - vi) Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the successful bidder needs to provide the same at no additional cost to NIC. The successful bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to NIC. NIC will not accept any plea of the successful bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.
 - vii) Renewal of subscription services of "MS Office 365 – Apps for Enterprise Licenses" will be made for further periods after expiry of 3 (three) years contract period as per the mutually agreed terms between NIC and the successful bidder. In such cases, the successful bidder has to provide inventory of the active licenses utilized by the branches/offices/locations to NIC before three months of expiry of the contract. However, units of licenses eligible for renewal will be decided by NIC and such number of licenses will be less or more than the subscribed licenses which must be accepted by the bidder.



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General Conditions

- a) The successful Bidder shall ensure that no existing Hardware / Software / Structure / Setup get damaged / corrupted while performing their activities towards implementation / subscription of “MS Office 365 – Apps for Enterprise Licenses”. Any damages / losses caused to NIC due to Bidder’s negligence shall be passed on the Bidder’s account.
- b) The successful bidder should ensure that the setup / link provided for updating / downloading / Authorisation of licenses either on NIC network or through Internet should be free of any malware / viruses etc. Any damages / losses caused to NIC due to aforesaid shall be passed on to the bidder account.
- c) The successful Bidder shall complete the entire work and make all the systems operational and handing over to NIC within stipulated timeline mentioned in the delivery schedule of this RFP.
- d) The support system should be on 24*7 basis.
- e) In the case of additional requirements desired by the NIC during the contract period, NIC may place repeat order for the additional quantities at same rate and terms for which contract is placed.

Regulatory Compliance Requirement

- i) The “MS Office 365 – Apps for Enterprise Licenses” should comply with all the Regulatory/ Compliance guideline of the NIC/ Regulatory authority in India. NIC has right to change the compliance/ guideline at any point of time and the service provider has to comply with the guidelines. NIC has right to audit by regulatory authority or any agency appointed by the NIC as a part of Vendor Audit.
- ii) The solution should comply with NIC IT/ Information Security (IS) / BCP Policy.
- iii) NIC shall be the owner of its data, and shall retain all rights, title and interest in the data stored with Office 365. It reserves its right and should be able to download a full copy of its data at any time and for any reason, without any assistance from Microsoft. Upon Office 365 subscription expiration or termination, NIC should be provided with 30 days period to access to export data. All data needs to be stored in Local drive instead of cloud.
- iv) There are various laws like Information Technology Act, Data Privacy Act, Data Retention Directive, E-Privacy Directive, E- Commerce Directive, The Computer Fraud and Abuse Act 1984, Digital Millennium Copyright Act 1988 will be applicable to Cloud service providers and also the customers of the Cloud service. It will be mandatory to protect the data privacy as per Indian Data Privacy Law. Service provider should comply with all such laws in existence currently or introduced in future by the Govt. agencies or any other regulatory body.

Sustainable sourcing Clause

The Bidder shall adhere to sustainable sourcing practices including but not limited to the use of environmentally friendly material, ethical labour practices and compliance with relevant local and international regulations. The Bidder shall provide documentation or certifications demonstrating their commitment to sustainable sourcing upon request. Failure to comply with these requirements may result in contract termination.



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Termination for Default.

1. NIC without prejudice to any other remedy available for breach of Contract may terminate the Agreement in whole or in part, by 30 days' notice in writing to the Vendor for any one or all of the following:

If the Vendor fails to maintain the systems to the minimum assured quality as per the scope of the work OR If the Vendor fails to provide all or any of the Contracted services as per service standard specified in the Agreement OR If the Vendor fails to perform any other obligation(s) under the Agreement OR If the Vendor in the judgment of THE NIC has engaged in corrupt, fraudulent practices.

"Vendor may terminate the contract if the NIC: (a) fails to pay any undisputed amounts within a reasonable period of time from the date of issuance of Vendor's invoice; (b) Vendor has issued two reminder notices to the NIC requesting for payment; and (c) the NIC is unable to make payments within 30 days from the date of receipt of second reminder notice from the Contractor."

- 2 The NIC shall issue a notice explaining the nature of violations committed by the Vendor and afford an opportunity to the Vendor to represent his case before taking any such decision.
- 3 In the event THE COMPANY terminates the Agreement in whole or in part, THE NIC may procure upon such terms and in such manner as it deems appropriate services similar to those undelivered and the Vendor shall be liable to pay to NIC for any excess costs incurred for procuring such similar services subject to a maximum of ten per cent (10%) of the charges which would have been payable to the Vendor for such similar services However the Vendor shall continue to perform the agreement to the extent not terminated.
- 4 On such termination, in addition to any other remedy available under the contract, the EMD, Implementation / performance Security / PBG will be liable for forfeiture.

Termination for Insolvency

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

- (a) The Vendor/s become bankrupt or is/are otherwise declared insolvent;
- (b) The Vendor 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.



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Termination for Convenience

THE COMPANY may by written notice sent to the Vendor/s terminate the Agreement, in whole or in part, any time for its convenience. The notice of termination shall specify that termination is for THE COMPANY's convenience, the extent to which performance of work under the Agreement is terminated and the date on which such termination becomes effective.

Force De Majeure

- 1 Notwithstanding the provisions contained herein the Vendor/s shall not be liable for forfeiture if its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force De Majeure.
- 2 For the purpose of this clause "Force De Majeure" means an unforeseeable event beyond the control of the Vendor/s and shall not include the fault, negligence or delay on part of Vendor, his OEM or any other party. Such events may include, but are not restricted to, acts of the company in its contractual capacity, wars or revolution, fires, floods, epidemic, quarantine restrictions and freight embargoes.
- 3 If a Force De Majeure situation arises, the Vendor/s shall promptly notify the company in writing of such condition and the clause thereof. Unless otherwise directed by the company in writing the Vendor/s shall continue to perform their obligations under the contract as far as is reasonably practical, and shall adopt all reasonable alternative means for performance not prevented by Force De Majeure clause.

Assignment & Sub Contracts

The Vendor shall not assign, in whole or in part its rights and obligations to perform under this Contract to any third party.

Amendment to the Agreement

Amendment to the Agreement may be made by mutual agreement by both the parties. No variations in modification in terms of the Contract shall be made except by written agreement by both the parties.

Approval law

The terms and conditions of the contract/bid document shall be interpreted in accordance with Law which is appropriate in India.



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Resolution of Disputes

- 1 In case of any dis-agreement or dispute arising between the parties the COMPANY and Vendor shall make every effort to resolve the same amicably through direct negotiations.
- 2 The dispute shall be decided as per Arbitration and Conciliation Act, 1996. The language of arbitration shall be in English and the venue of arbitration shall be at Kolkata, India.

Notices

Any notice given by one party to the other, pursuant to this agreement shall be sent to the other party in writing or by E-mail and confirmed in writing to the other party's address.

A notice shall be effective from the date, when it is delivered or tendered or affixed at a conspicuous place of working, whichever is earlier.

Indemnification

The COMPANY will not indemnify for any loss or damages caused to the Vendor or its employees in any manner during their performance on the project.

Taxes and duties

The Vendor shall be entirely responsible for all taxes, duties, license fee, Octroi, Road permits and insurances until delivery of the contracted goods/ services at the site of the user or as per the terms of the tender document if specifically mentioned.

Limitation of Liability:

- 1 Notwithstanding anything contained herein, neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through Vendor) that may arise out of or result from this contract. The aggregate liability of Vendor, under this contract, shall not exceed the fees (excluding reimbursements) received by it under this contract during one year preceding the date of such claim.
- 2 Either Party agrees to defend, indemnify, and save harmless the other Party and its officers and directors, employees, agents, and representatives from any and against all losses, claims, costs, liabilities, or expenses incurred, whether based in claims of tort or contract (including court costs and attorney fees) incurred or sustained by the latter due to the formers' gross negligence, fraud, willful misrepresentation, or breach of confidentiality.

CONFIDENTIALITY



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All information communicated by one Party to another, designated as confidential, shall be held in strict confidence by both Parties and be used only for purposes of this Contract. Any information disclosed in intangible form shall be reduced to writing within thirty (30) days of such disclosure. No such information, including the provisions of this Contract, shall be disclosed by the recipient without the prior written consent of disclosing party, except as required by law.

INTEGRITY PACT

In order to bring out absolute transparency both the COMPANY and VENDOR hereby commits to ensure full compliance of all the provision of the Integrity Pact as circulated by Govt. of India being signed separately. The said Integrity Pact will form part and parcel of this order. Integrity Pact format is attached which needed to be submitted by Vendor along with Bid. (Format Attached as Annexure below)

MISCELLANEOUS

Intellectual Property. No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this contract.

Governing Law and Jurisdiction. This contract shall be governed by laws in force in India and both Parties agree to submit to the jurisdiction of courts at Kolkata.

Successors and Assigns. This contract shall be binding on the successors in interest and permitted assigns of both Parties.

Notices. Notices as required under this Proposal shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement.

Please note that Bidder has to submit bid in online mode through GeM Portal and should be duly verified with physical submission. Non-submission of any one, may result to the rejection of entire bid



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Commercial Bid (Annexure-B) excluding taxes

Sr	SKU	Particulars	Units (A)	Unit Cost per Year (B)#	Total Cost for 3 (three) Years C = A*B*3
1	3JJ-00003	M365 Apps Enterprise Sub Per User" with three (3) year subscription	3450		
		Total Cost of Ownership (TCO)			

NOTE:

1. Commercial Bid will be valid only when the technical eligibility criteria (Refer Point no.1 of Terms and Conditions) is met and ANNEXURE-A is complied with, or else the commercial bid will not be considered.
2. Price discovered through GEM portal after Reverse Auction would be considered as final price.
3. National Insurance Co. Ltd., reserves the right to accept/reject any or all the offers without assigning any reason whatsoever.

Note: The L1 price would be decided on the basis of 'Total Price' as given in TABLE B after Reverse Auction.

Authorized Signatory

Name:

Designation:

Stamp:



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Annexures C

"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 Microsoft Licenses of NIC (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).



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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.



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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.



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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.



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(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.



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(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.



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

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

The details of Independent External Monitor for PURCHASER is as under:

1. Shri S Srinivasan

Address: Flat No. 0-5-107, Block No. 5, V-Floor, Kendriya Vihar, B.B. Road, (Bangalore-Bellary Road), Yelahanka, Bangalore-560064
Karnataka
E-Mail: s.srinivasan 1980@gmail.com

2. Shri Animesh Chauhan,

Flat No. 948, G Block, 6th Avenue, Gaur City 1, Sector 4, Greater Nadia (West), Uttar Pradesh - 201009
Email: animeshchau@gmail.com

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

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

Section 8: Duration of the Integrity Pact.

The Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Contractor(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded. If any claims is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD of NIC. The Bidder(s)/Contractor(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of the PURCHASER, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Contractor(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the PURCHASER.



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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) (Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

(For & On behalf of Bidder/Contractor)

Place _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____



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ANNEXURE-D

Technical cum Functional Specifications of “MS Office 365 – Apps for Enterprise”

Tender Ref: -

Date: -

Sr No	Technical / Functional Specifications	Minimum Requirement	Bidder's Offer	Deviations if any
1	License Type:	User Based Subscription		
2	Version/ Edition:	Enterprise Edition		
3	Updates/ Upgrades:	To be installed in the Devices. Users should get feature / Security updates immediately and always up to date.		
4	Features:	It includes Word, Excel, PowerPoint etc.,and all other features available in given SKU.		
5	Installation:	It should be user-based license and should be deployed on up to five PCs or Macs, five tablets, mobile devices. Data to be stored in local drive.		
6	Subscription Start Date:	The contract with the selected Service Provider will be valid for a period of 3 years, beginning from the date of purchase order or from the date of agreement done by NIC with OEM, whichever is later.		
7	Duration:	The subscription of licenses shall be for 3 years and payment shall be made on yearly basis.		
		NIC reserves the right to increase/decrease the number of licenses during yearly renewal		



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8	Addition on number of licenses	process. The price quoted by the bidder shall remain unchanged for the three-year period. However, if NIC requires additional licenses during mid-contracted year, payment will be made on pro-rotta basis.		
9	Scope of Work	Whether bidder comply with all the scope of work and other parameters mentioned in the RFP		

Self-Declaration (To be signed on Bidder's Company Letter-Head)

Re: Declaration regarding Conflict of Interest (COI) in Public Procurement

We, hereby declare that the participation by our bidding firm (Bidder's Name) or any of our affiliates that are neither involved in the consultancy contract to which this procurement is linked; nor if we are part of more than one bid in the procurement; nor if our bidding firm or our organization personnel have relationships or financial or business transactions with any official of Procuring Entity i.e. M/s National Insurance Company Limited who are directly or indirectly related to tender or execution process of contract; nor have access to information of (Bidder's Name) to gain unfair advantage in the procurement process. We, also confirm that:

2. We, (Bidder's Name) or our constituent do not have common controlling shareholding or other ownership interest
3. Any constituent of us (Bidder's Name) is not a constituent of another bidder.
4. We, (Bidder's Name) do not have the same legal representation with any other bidder for the purpose of the bid.
5. We, (Bidder's Name) do not have any relationship with any other bidder that puts us in a position to allow access to each other's information or to influence the bid of any other bidder.
6. We, (Bidder's Name) have not participated in preparation of any document, design or technical specification for the project.

(Signed & Stamped from Bidder)

MANUFACTURER'S AUTHORIZATION FORM (MAF)

(Supply, installation and Commissioning of 'Microsoft licenses M365 Apps for Enterprise')

To

NATIONAL INSURANCE COMPANY LIMITED
Head Office:
Premises No. 18-0374,
Plot no.CBD-81,
New Town, Kolkata-
700156

Dear Sir,

Sub: RFP No _____ for Supply, installation and Commissioning of 'M365 Apps for Enterprise'

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, participate in Reverse Auction Process 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 fulfil 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 OEM and
National Insurance Company Limited

Yoursfaithfully

(Name)

For and on behalf of

M/s.

Signature of Witness

Dated:

Place:

Sd./-Seal

Signature of Manufacturer

Dated:

Place:

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.

नेशनल इन्श्योरेन्स कम्पनी लिमिटेड

पंजीकृत एवं प्रधान कार्यालय: 3 मिडिलटन स्ट्रीट, कोलकाता 700 071

National Insurance Company Limited

Registered & Head Office: 3 Middleton Street, Kolkata 700 071

फोन / Phone: 2283 1705 / 1706 फैक्स / Fax: 2283 1740 Visit us at: www.nationalinsuranceindia.com



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BID SECURITY FORMAT (EMD): (In case of EMD in form of BG)

For Procurement of M365 Apps for Enterprise Licenses

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

Whereas (Hereinafter called the 'Bidder') has submitted its bid dated for **For Procurement of M365 Apps for Enterprise Licenses**

(hereinafter called the "Bid").

KNOW ALL MEN by these presents that WE

.....

..... of

..... having our registered office at (hereinafter called "the Bank") are bound unto the National Insurance Company Limited having registered office at #18-0374, Plot no.CBD-81, New Town, Kolkata-700156 (hereinafter called "the Purchaser") in the sum of Rs.5,00,000/- (Rupees Five lakhs) only for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by Day of 2026.

THE CONDITIONS of the obligations are:

If the Bidder, having its Bid during the period of bid validity specified by the Bidder on the Bid Form or if the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity.

- a. Withdraws his bid at any time before the LOI or Purchase Order or Advice for execution is issued against the RFP.
OR
- b. Fails or refuses to execute the work after having been identified L1 before or after LOI/Purchase Order/Advice for execution is issued.
OR
- c. Fails or refuses to furnish the Performance Guarantee of 3% of the Contract Value
OR
- d. Fails or refuses to execute the Contract
OR
- e. Fails or refuses to execute the work as per the Contract.
OR



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We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to one year from the date of submission of the RFP, and any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank) _____



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Annexure E

GENERAL FORMAT FOR PERFORMANCE BANK GUARANTEE

PROFORMA 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, 18-0374, Plot no.CBD-81,

New Town, Kolkata-700156

Dear Sirs,

In consideration of your having placed a Purchase Order for **For Procurement of M365 Apps for Enterprise Licenses** (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



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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.

This guarantee shall continue and hold good until it is released by NIC on the applications by the Supplier after successful delivery of **For Procurement of M365 Apps for Enterprise Licenses** 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.

3. 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.
4. 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.



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5. 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.
6. 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.
7. 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.
8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been lodged / given / submitted when the same is posted.
9. This guarantee and the powers and provisions herein contained, are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to NIC by us and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. This guarantee shall not be affected by any change in the constitution of the Supplier or us nor shall it be affected by any change in your constitution or by amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
11. This guarantee shall come into force simultaneously with NIC's making the aforesaid payment to the Supplier and shall not be revoked by us whether before its coming into force or any time during its currency without NIC's prior consent in writing.
12. We further agree and undertake to pay to NIC the amount demanded by NIC in writing irrespective of any dispute or controversy between NIC and the Supplier.
13. Notwithstanding anything contained hereinabove our liability under this agreement is restricted to `..... (Rupees). 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.



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

SIGNED AND DELIVERED ON THE DAY OF FOR & ON
BEHALF OF THE BANK LTD.
FOR & ON BEHALF OF (BANKER'S NAME) Branch Manager (Banker's seal)

Address.....

.....

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