



Request for Proposal for Printing and Distribution Pan India of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies

The Oriental Insurance Company Limited

Regional Office -1, New Delhi



Request for Proposal

For

Selecting Vendor for Printing and Distribution of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies on Pan India basis

(Tender Ref No: OICL/RO-1 Delhi/2019/1 Dated 08.02.2019)

**The Oriental Insurance Company Limited
RO -1, Delhi
10th Floor, 15 Barakhamba Road,
Connaught Place, New Delhi 110001**

**CIN-U66010DL1947GOI007158
www.orientalinsurance.org.in**



Request for Proposal for Printing and Distribution Pan India of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies

**This page is
Intentionally
Left blank**



Request for Proposal for Printing and Distribution Pan India of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies

Non-Refundable Tender Fee

Non-Transferable Receipt

To be filled by OICL Official

Tender Ref. No.	(Tender Ref No: OICL/RO-1 Delhi/2019/1 Dated 08.02.2019)
Date of Issue	
Tender Issued to Bidder	
Draft No.	
Date	
Draft Amount	
Bank Name	
Name of OICL Official	
Designation of OICL Official	
Signature	
OICL Official	Bidder's Representative with Contact No. and Date



Request for Proposal for Printing and Distribution Pan India of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies

**This page is
Intentionally
Left blank**



Request for Proposal for Printing and Distribution Pan India of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies

Non-Refundable Tender Fee

Non-Transferable Receipt

To be filled by OICL Official

Tender Ref. No.	(Tender Ref No: OICL/RO-1 Delhi/2019/1 Dated 08.02.2019)
Date of Issue	
Tender Issued to Bidder	
Draft No.	
Date	
Draft Amount	
Bank Name	
Name of OICL Official	
Designation of OICL Official	
Signature	
OICL Official	Bidder's Representative with Contact No. and Date



Request for Proposal for Printing and Distribution Pan India of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies

**This page is
Intentionally
Left blank**



Important Notice

This document is the property of The Oriental Insurance Company Ltd (OICL). It should not be copied, distributed or recorded on any medium (electronic or otherwise) without OICL's written permission. Use of contents given in this document, even by the authorised personnel/agencies for any purpose other than that specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.

This tender document is not transferable.

Bidders are advised to study this tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

The response to this tender should be full and complete in all respects. Incomplete or partial bids shall be rejected. The Bidder must quote for all the items asked for, in this tender.

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

Copyright © 2019 The Oriental Insurance Company Limited.



Table of Content

1	Introduction	10
1.1	About the Company	10
1.2	Notice Inviting Bids	11
1.3	Project Objective	11
1.4	Schedule of Events	11
1.5	Availability of tender document	13
1.6	Eligibility Criteria	13
2	Scope of Work	15
3	Terms & Conditions.....	17
3.1	General	17
3.1.1	Definitions	17
3.1.2	Amendment to Bid Document	17
3.1.3	Sub-contracts	19
3.1.4	Conditional bids.....	19
3.1.5	Submission of Bids	19
3.1.6	Delay in Bidder's performance.....	19
3.1.7	Payment terms	20
3.1.8	Mode of Payment	20
3.1.9	Currency of Payments	20
3.2	Price	20
3.3	Payment Terms.....	21
3.4	Security Deposit.....	21
3.5	Additional Quantities:	21
3.6	Rejection Of Tenders:	21
3.7	Agreement	21
3.8	Other terms and conditions	21
4	Terms of Reference ('ToR')	22
4.1	Contract Commitment.....	22
4.2	Compliance	22
4.3	Assignment.....	23
4.4	Canvassing/Contacting	23
4.5	Indemnity.....	23
4.6	Inspection of Records	24
4.7	Publicity	24
4.8	Solicitation of Employees.....	24
4.9	Information Ownership	24
4.10	Sensitive Information	24



Request for Proposal for Printing and Distribution Pan India of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies

4.11	Confidentiality	25
4.12	Termination for Default	25
4.13	Force Majeure	26
4.14	Termination for Insolvency	26
4.15	Termination for Convenience	26
4.16	Resolution of disputes	27
4.17	Governing Language	27
4.18	Applicable Law	27
4.19	Prices	28
4.20	Taxes & Duties	28
4.21	Deduction	28
4.22	No Claim Certificate	28
4.23	Cancellation of the contract & compensation	28
4.24	Rights reserved by OICL	29
4.25	Limitation of Liability	29
4.26	Waiver	29
4.27	Violation of terms	29
5	Instruction to Bidders.....	30
5.1	Procedure for submission of Bids	30
5.1.1	Tender Bidding Methodology	30
5.2	EARNEST MONEY DEPOSIT (E.M.D)	30
5.2.1	FORFEITURE OF E.M.D:	30
5.2.2	REFUND OF E.M.D:	31
5.3	THE COMPANY RESERVES THE RIGHT TO:	31
5.4	VALIDITY OF BID:	31
6	Bid Documents	31
6.1	Eligibility Cum Technical Bid Documents	31
6.2	Commercial Bid Documents	32
6.3	Eligibility Cum Technical Evaluation	33
6.4	Procedure for Processing the Tender Document	33
7	Disclaimer	33
8	Annexure.....	34
8.1	Annexure 1: Application form for Eligibility Bid	35
8.2	Annexure 2: Technical Bid	36
8.3	Annexure 3: ITEM SPECIFICATION	37
8.4	Annexure 4: COMMERCIAL BID	39
8.5	Annexure 5: Contract Form	40
8.6	Annexure 6: Query Format	42
8.7	Annexure 7 : UNDERTAKING REGARDING NON-BLACKLISTING	43
8.8	Annexure 8: Pro forma for Performance Security	44
8.9	Annexure 9: Statement of No Deviation	45
8.10	Annexure 10: Office locations and service infrastructure facilities	46



Request for Proposal for Printing and Distribution Pan India of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies

8.11	Annexure 11: Bidder Profile	47
8.12	Annexure 12: Non-Disclosure Agreement.....	48
8.13	Annexure 13: E Procurement System Process.....	53
8.14	Annexure 14: Details of Reverse Auction.....	54

Purpose of this document

The purpose of this Request for Proposal (hereafter referred to as “RFP”) is to define scope of work for the Bidder for Printing and Distribution of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies on Pan India basis.

Definitions and Acronyms

Bidder	Single point appointed by OICL for Request for Proposal for printing and distribution pan India of policy stationery, policy booklet and renewal notices for MI policies.
MI	Maruti Insurance Broker P. Ltd.
CVC	Central Vigilance Commission
HO	Head Office
RO	Regional Office
DO / BO	Divisional Office / Branch Office
BC / MO	Business Centres / Micro Office
INR	Indian Rupees
PO	Purchase Order
OICL	Oriental Insurance Company Limited
RFP	Request for Proposal
SOW	Scope of Work
T&C	Terms & Conditions

1 Introduction

1.1 About the Company

The Oriental Insurance Company Limited (OICL), a public sector undertaking dealing in non-life insurance. OICL has been enjoying the highest rating from leading Indian credit rating agencies such as CRISIL and ICRA.

OICL has its head office at New Delhi, 31 regional offices in various cities, Oriental Staff Training College (OSTC) at Faridabad and Chennai, 350+ divisional offices, 500+ branch offices, Regional Training Centres, 28 Claims Service centres, 32 TP Hubs and 900+ business centres /micro offices geographically spread out across India.

The company has sold more than 12 million policies in the year 2017-18. The Company has more than 100 general insurance products to cater to the varied insurance needs of its customers. It also has a strong workforce of about 15,000 employees and over 35,000 agents. The Company has a web portal www.orientalinsurance.org.in for use of its customers and agents with a provision for online issue/ renewal of policies.



1.2 Notice Inviting Bids

The Deputy General Manager, The Oriental Insurance Company Limited, RO-1, New Delhi invites online bids from eligible Bidders for selection of vendor for Printing and Distribution of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies on Pan India basis. The bidder has to use the portal www.orientalinsurance.org.in for participating in the tender (Refer to Annexure - 13 for e-tendering instructions and Annexure - 14 for Reverse Auction instructions).

1.3 Project Objective

The Oriental Insurance Company Limited (OICL) intends to select a bidder for Printing and Distribution of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies on Pan India basis for a period of one year (Extendable for two years 1 + 1 on mutually agreed terms and conditions).

1.4 Schedule of Events

General Details	
Scope of Work	Selection of Vendor for Printing and Distribution of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies on Pan India basis
Tender Details	Request for Proposal for Printing and Distribution of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies on Pan India basis
Tender Type	Open
Tender No.	(Tender Ref No: OICL/RO-1 Delhi/2019/1 Dated 08.02.2019)
Consortium	Not Allowed
Download Tender Documents	www.orientalinsurance.org.in Document to be purchased from Establishment Department, RO 1 Delhi The Oriental Insurance Company Limited, 10th Floor,15-Barakhamba Road, Connaught Place, New Delhi-110001
Key Dates	
Document Purchase Start Date and Time	08.02.2019 11:00
Document Purchase End Date and Time	15.02.2019 15:00
Last Date and Time for receipt of pre-bid queries	13.02.2019 Before 16:00
Pre Bid Meeting Date, Time and Location*	14.02.2019 11:30 at RO-1
Last Date and Time for submission of Bids	15.02.2019 16:00
Date and Time of Eligibility /Technical bid Opening	18.02.2019 16:00



Request for Proposal for Printing and Distribution Pan India of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies

General Details	
Presentation by Qualified Bidders	19.02.2019 15.00
Opening of Commercial bid	To be communicated
Declaration of L1 Bidder	To be communicated
Payment Details	
Tender Fees (INR)	INR 2,000 (Rupees Two Thousand only) by crossed Demand Draft/Banker's Pay Order in favour of "The Oriental Insurance Company Limited" payable at New Delhi. The RFP Document Price is non-refundable and inclusive of taxes (Exempt for eligible entities (i.e. MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission)
EMD Amount (INR)	INR 2, 00,000 (Rupees Two Lakhs only) (Exempt for eligible entities (i.e. MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission)
Bid Validity	As per Tender Document
Performance Bank Guarantee (for successful Bidder)	As per Tender Document
Other Details	
Mode of Tender	Online
Bid submission to Tender	https://eauction.auctiontiger.net
Contact details of e-Tender service provider	M/s. e-Procurement Technologies Ltd. (AuctionTiger), Ahmedabad, Ms. Anjali Maherchandani Contact No:079-6813-6856 / 6354919566 Mail Id: anjali.m@auctiontiger.net support@auctiontiger.net
System requirement for online bid submission	1. Computer / Laptop (Notebook) with internet connection of minimum 256 kbps speed 2. Operating System: Windows XP(32-Bit) Service Pack -3/ Vista / Windows 7 or above 3. Supported Browsers: Internet explorer 9.0 or above/Mozilla Firefox 13.0 or above/Google Chrome 20.0 or above 4. Valid Digital Signature Certificate Signing and Encryption (Class II or Class III). Refer Annexure 13 for Detailed Process.
Contact Information	Regional Manager (Establishment) Regional Office – 1, Hansalaya Building 10th Floor, 15-Barakhamba Road, New Delhi – 110001. 011-23317389 / 24495 / 24571 E-mail id: surendraselal@orientalinsurance.co.in

*It is mandatory for the Bidder to purchase the tender document so as to participate in the pre-bid meeting.



OICL reserves the exclusive right to make any amendments / changes to or cancel any of the above actions or any other action related to this RFP.

If any of the above dates is declared a holiday for OICL, the next working date will be considered. OICL reserves the right to change the dates mentioned in the RFP.

1.5 Availability of tender document

Non-transferable RFP document containing conditions of pre-qualification, detailed requirement specifications as also the terms and conditions can be obtained from the address given below:

The Oriental Insurance Company Limited

Establishment Department, RO 1 Delhi
10th Floor, 15 Barakhamba Road,
Connaught Place, New Delhi 110001.

The RFP document will be available for sale at the above address on all working days as per the date and time specified in section 1.4 Schedule of Events on payment of non-refundable Tender Fee of Rs. 2,000/- (Rupees Two thousands only) [Exempt for eligible entities (i.e. MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate should be valid on the date of Bid Submission] by crossed Demand Draft/ Banker's Pay Order in favour of "The Oriental Insurance Company Limited" payable at New Delhi. **Tender fee is inclusive of all taxes.**

A Copy of the Tender document is available on the web portal www.orientalinsurance.org.in under the link 'Tenders'. Bidders have to purchase Tender document in order to submit bids. Please note that the Company shall not accept any liability for non-receipt/non-delivery of bid document(s) in time.

1.6 Eligibility Criteria

S.No	Particulars	Compliance Yes/ No
1	The bidder should be of reputed background and well established Printing Company / Mail Management Company/ Process Outsourcing Agency having business in India for at least 5 years as on 1 st December 2018. Bidder has to submit Registration number of the firm along with the GST and PAN number. (Documentary proof to be submitted). Certificate of incorporation also required.	
2	The bidder should have an Annual Turnover of Rs.5 Crore for each financial year for the last 3 financial years. (Profit & Loss account, Audited Balance Sheet ,CA certified documents to be submitted)	
3	The bidder should have made positive net operating profit in the last 3 financial years.(Profit & Loss account /CA certified documents to be submitted)	



Request for Proposal for Printing and Distribution Pan India of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies

4	The bidder should not have been disqualified, blacklisted, or de-panelled for whatsoever reason from any of the Government organizations during the period from January 2016 until last date of this tender.(Undertaking to be submitted as per Annexure - 7)	
5	The bidder should have a full-fledged office/service centre in Delhi with adequate stocks of the items and qualified service executive in their organization. (Documentary proof to be Submitted)	
6	The bidder should have executed minimum 1 nos. of contract of similar nature (excluding OIC) for a value not less than Rs.25 Lakh/annum during the last 3 financial years (2015-16, 2016-17, 2017-18). (Documentary proof to be submitted)	

Note:

- i. Bidders need to ensure compliance to all the eligibility criteria points.
- ii. In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
- iii. In case of business transfer where bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
- iv. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.



2 Scope of Work

2.1. Job specification

a) Policy Schedule cum Certificate

To print, store and supply Stationery to various Maruti dealers across India with tracking and delivery proof.

b) Policy Booklet

To print, store and supply Policy Booklet – Terms and Conditions to various Maruti dealers across India with tracking and delivery proof.

c) Renewal Mailers

To print Renewal Letters and dispatch to customers pan India through Dept. Of Post.

d) Maruti Portal Web Policy Kit

To prepare Maruti portal web policy kit with envelope and dispatch to pan India customers with tracking and delivery proof.

2.2. Job Process:

2.2.1. Policy Schedule cum Certificate

- a) Printing as per specifications (See Annexure 3)
- b) Packing of 100 sheets in poly bag
- c) Master packing in a carton for each location as per allocation. There will be at least one (1) carton containing at least 100 sheets per location.
- d) All Cartons to be taped, strapped and labeled with complete address & content details.
- e) Dispatch to Pan India locations through reliable and renowned courier.
- f) The bidder should be able to deliver approx.1000 pan India locations through courier with complete tracking of delivery on daily basis.
- g) Bidder should have proper warehousing capacity to store sufficient stock to meet ad hock requirements on daily basis.

2.2.2. Policy Booklet

- a) Printing as per specifications (See Annexure 3)
- b) Packing of 25 booklets in poly bag
- c) Master packing in a carton for each location as per allocation. There will be at least one (1) carton containing at least 100 booklets per location.
- d) All Cartons to be taped, strapped and labeled with complete address & content details.
- e) Dispatch to Pan India locations through reliable and renowned courier.
- f) The bidder should be able to deliver approx. 1,000 pan India locations through courier with complete tracking of delivery on daily basis.
- g) Bidder should have proper warehousing capacity to store sufficient stock to meet ad hock requirements on daily basis.



2.2.3. Renewal Mailers

- a) Mailer will consist of two (2) letters and one (1) Envelope.
- b) There will be Four Color Printing on both sides and Variable data digital printing on one side of each letter.
- c) Machine made Four Color Printed Envelope suitable for automated insertion with 25 micron PVC film for 36 x 86 mm window.
- d) Accurate matching of letters with high speed automated insertion with online feature of Barcode reading, Folding & envelope sealing.
- e) Pin code / RMS / State wise sorting & dispatch through licensed franking from Dept. of post for dispatching to PAN India.
- f) Job involves IT expertise for large data management with Software development, encryption, storage and support, automated insertion M/c, Digital Printing facility, franking facility licensed from Dept. of post.

2.2.4 Maruti Portal Web policy Kit

- a. Preparation of Maruti Portal Web policy Kit which comprises of one sheet of covering letter addressed to customer, two sheets of policy schedule cum certificate and one policy booklet with Envelope.
- b. Variable data printing
- c. Automatic insertion of above mentioned items (3 sheets and one booklet) into web policy envelope.
- d. Dispatching of Web policy kit in Envelope as per specifications to pan India customers on daily basis through courier with dispatch details, tracking and delivery report or through Deptt. Of Post.

The item details are as follows:

Sl.	Description	Monthly requirement (Approx.)
1	Policy Schedule cum Certificate including dispatch to pan India locations. (Minimum 100 sheets per allocation)	30,000 Sheets
2	Policy Booklets (Including dispatch to pan India locations) (Minimum 100 booklets per allocation)	8,000 Booklets
3	Renewal Mailers (Renewal Letters 2 nos. with Envelope, Automated Insertion & Franking Service)	30,000 mailers
4	Maruti portal web policy kit (one sheet of covering letter addressed to customer, two sheets of policy schedule cum certificate and one policy booklet with Envelope)- Dispatch to pan India customers through courier with dispatch details, tracking and delivery report or through Deptt. Of Post.	750

Note: - Quantities mentioned above are approximate and the Company reserves the right to increase/decrease the quantity to be purchased.



2.3.DELIVERY

ITEMS SL NO 1 & 2

- a. Delivery (Pan India) to be completed within 2 (two) weeks from the date of placement of Purchase order.
- b. In the event of delayed delivery, i.e. delivery after the expiry of the delivery period as specified above the vendor shall be liable to pay a penalty at a percentage of the value of the undelivered Item subject to a maximum of 10% (Ten per cent) as detailed below:

@ 1% for the first week;

@ 2.5% for the second week;

@ 5% for the third week; and

@ 10% for the fourth week onwards

Note: For the purpose of this clause, part of the week is considered as a full week.

Company reserves the right to cancel the order if the vendor fails to deliver the Item in the said time.

3 Terms & Conditions

3.1 General

3.1.1 Definitions

OICL/PURCHASER: Shall mean The Oriental Insurance Company Limited

3.1.2 Amendment to Bid Document

At any time prior to the deadline for submission of Bids, OICL may for any reason either on its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document, by amendment.

All prospective Bidders that have received the Bid Document will be notified of the amendment. The same will be binding on them. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, OICL may, at its discretion, extend the deadline for a reasonable period to be decided by OICL for the submission of Bids. Details will be communicated and published on our portal www.orientalinsurance.org.in.

3.1.2.1. OICL also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion. OICL will inform the Bidder about changes, if any before the deadline of bids submission.

3.1.2.2. OICL may revise any part of the RFP, by providing an addendum to the Bidder at stage till commercial bids are opened. OICL reserves the right to issue revisions to this RFP at any time before the deadline for bid submissions.

3.1.2.3. OICL reserves the right to extend the dates for submission of responses to this document.



3.1.2.4. Bidder shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All queries/questions are to be submitted to the Regional Manager, Establishment. RO-1, Delhi at the address mentioned below and should be received by the point of contact not later than the date and time specified in section 1.4 Schedule of Events. Responses to inquiries and any other corrections and amendments will be distributed to the Bidder by fax or in electronic mail format or hardcopy letter, at the sole discretion of OICL.

The Oriental Insurance Company Limited,
Regional Office – 1, Hansalaya Building,
10th Floor, 15-Barakhamba Road,
New Delhi – 110001.

3.1.2.5. Preliminary Scrutiny – OICL will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. OICL may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and OICL reserves the right for such waivers and OICL's decision in the matter will be final.

3.1.2.6. Clarification of Offer – To assist in the scrutiny, evaluation and comparison of offer, OICL may, at its discretion, ask the Bidder for clarification of their offer. OICL has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.

3.1.2.7. OICL reserves the right to make any changes in the terms and conditions of purchase. OICL will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.

3.1.2.8. Erasures or Alterations – The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. OICL may treat the offers not adhering to these guidelines as unacceptable.

3.1.2.9. Right to Alter Quantities – OICL reserves the right to alter the requirements specified in the tender. OICL also reserves the right to delete or increase one or more items from the list of items specified in the tender. OICL will inform the Bidder about changes, if any. In the event of any alteration in the quantities the price quoted by the bidder against the item would be considered for such alteration. The bidder agrees that the prices quoted for each line item & component is valid for period of contract and can be used by OICL for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the bidder agrees to pass on the benefit of reduction in pricing for any additional items to



be procured by OICL in the event the market prices / rate offered by the bidder are lower than what has been quoted by the bidder as the part of commercial offer. Any price benefit in the products and services should be passed on to OICL within the contract period.

3.1.3 Sub-contracts

In case sub-contracting any of the activities under the scope of this RFP is required, the bidder needs to notify and take prior permission in writing from OICL. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable including any statutory requirement and compliance. No additional cost will be incurred by OICL on account of sub-contract, if any.

3.1.4 Conditional bids

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

3.1.5 Submission of Bids

Bidders shall submit the Bids online. For details please refer RFP Section 5 – Instruction to Bidders.

Pre-Bid Meeting

All queries/ requests for clarification from bidders must reach us by e-mail surendraselal@orientalinsurance.co.in or in person as per timeline given in section 1.4. Format for the queries / clarification is provided in “Annexure 6 - Query Format”. No clarification or queries will be responded in any other format. OICL will respond to any request for clarification / query of the tender document in the pre-bid meeting.

The Representatives of Bidders attending the pre-bid meeting must have proper authority letter to attend the same and must have purchased the Tender document.

Any modification to the Bidding Documents, which may become necessary as a result of the pre-bid meeting, shall be made by the Company exclusively through the issuance of an Addendum and not through the minutes of the pre-bid meeting.

3.1.6 Delay in Bidder’s performance

Performance of service shall be made by the bidder in accordance with the time schedule specified by OICL in the contract.

Any unexcused delay by the bidder in the performance of his services/other obligations shall render the bidder liable to any or all of the following sanctions: forfeiture of his performance security, imposition of liquidated damages, and/ or termination of the contract for default.



If at any time during performance of the contract, the bidder should encounter conditions impeding timely performance of services, the bidder shall promptly notify OICL in writing of the fact of delay, its likely duration and cause(s), before the scheduled delivery date. OICL shall evaluate the situation after receipt of the bidder's notice and may at their discretion extend the bidder's time for delivery, in which case the extension shall be ratified by the parties by amendment of the contract. If the bidder's request for delay in the performance of services is not found acceptable to OICL, the above mentioned clause would be invoked.

3.1.7 Payment terms

The Bidder must accept the payment terms proposed by OICL. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by OICL. Any deviation from the proposed payment terms would not be accepted. OICL shall have the right to withhold any payment due to the Bidder, 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 OICL.

The scope of work is divided in different areas and the payment would be linked to delivery and acceptance. All / any payments will be made subject to compliance of Service Levels defined in the RFP document. The OICL shall have the right to withhold any payment due to the Bidder, 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 OICL. If any of the items / activities as mentioned in the price bid is not taken up by OICL during the course of the assignment, OICL will not pay the amount quoted by the Bidder in the price bid against such activity / item.

3.1.8 Mode of Payment

OICL shall make all payments only through Electronic Payment mechanism (viz. ECS).

3.1.9 Currency of Payments

Payment shall be made in Indian Rupees (INR) only.

3.2 Price

- a. The price shall be all inclusive of Ex-factory price per unit, Packing (as mentioned in the tender), forwarding, freight, transit insurance, Excise duty, other duties and taxes, if any including State levy, Delivery, Software Development, Encryption, automated Insertion m/c, In-House Digital Printing, Storage & Support, and Franking service charges (Excluding Postage Charges on actual). GST will be paid as per norms.
- b. There shall be no escalation in the prices once the prices are fixed and agreed to by the Company and the vendors. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Purchaser/Company.



3.3 Payment Terms

Monthly payment will be made on successful delivery of the Policy Stationery, Policy Booklets and Renewal Mailers and on submission of delivery challan and original invoices.

3.4 Security Deposit for Performance Guarantee

The successful bidder will have to furnish a Security Deposit for performance guarantee to the tune of 15% of the value of the Contract for proper fulfillment of the contract in the form of a Bank Guarantee obtained from a nationalized/scheduled bank. This Bank Guarantee shall be returned after the expiry of the contract period.

3.5 Additional Quantities:

OIC may order for additional quantities of items mentioned in the technical bid. The order for additional quantities will be at the discretion of OIC.

3.6 Rejection Of Tenders:

The tender is liable to be rejected *inter-alia*:

- i. If it is not in conformity with the instructions mentioned herein,
- ii. If it is not properly signed by the bidder,
- iii. If it is received after the expiry of the due date and time,
- iv. Requisite EMD DD not submitted offline,
- v. If it is evasive or incomplete in any manner including non-furnishing the required documents.
- vi. If more than one Bid are submitted by any bidder, all the bids submitted by that bidder will be rejected

3.7 Agreement

The successful bidder has to sign an agreement with OICL. The copy of sample agreement will be shared with successful bidder.

3.8 Other terms and conditions

- a. All items should be as per our specifications. To avoid further inquiries and unnecessary delay, you are requested to verify the sample from our department.
- b. Supplier should be from Delhi region only.
- c. The quantities mentioned against each item are approximate and likely to vary as per requirement.
- d. Supplier should ensure that all items are as per our specifications and sample provided by the Office, failing which the supply order shall stand cancelled and the Company



would not be responsible for any loss on this account. The specimen/samples of the previously mentioned items are available in the office.

- e. Company's decision shall be final regarding selection of items based on quality/size irrespective of rates quoted by the supplier.
- f. If the supplier fails to deliver the items on or before the date specified, the Company is at liberty to purchase the same from any other source and the original supplier shall have to make good any loss or damage that the Company may suffer on this account and/or his/her Security Deposit will be forfeited.
- g. Neither alteration in quality of the items approved & ordered nor any enhancement in the rate of the items shall be accepted until the validity of the contract. If done so, Security deposit of supplier shall stand forfeited.
- h. Any bid not complying partly or wholly with these terms and conditions will be liable for rejection.
- i. Delivery not conforming to the packing instructions is liable to be rejected and will be accepted after rectification thereof.
- j. Any dispute arising out of or related to this Tender shall be deemed to have arisen in Delhi City and be subjected to the jurisdiction of a Delhi Court only.
- k. The Company reserves the right to reject any and/or all bids without assigning any reason thereof.
- l. Suppliers agreeable to the above terms and conditions may only participate in this tender.

4 Terms of Reference ('ToR')

4.1 Contract Commitment

OICL intends that the contract, which is contemplated herein with the Bidder, shall be for a period of One year (Extendable for Two year(1+1) on mutually agreed terms and conditions).

4.2 Compliance

Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify OICL about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect OICL and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this contract or for the conduct of their own business



under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate OICL and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and OICL will give notice of any such claim or demand of liability within reasonable time to the Bidder.

This indemnification is only a remedy for OICL. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by OICL arising out of claims made by its customers and/or regulatory authorities.

4.3 Assignment

OICL may assign the Services provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. OICL shall have the right to assign such portion of the services to any of the sub-contractors, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with the Bidder for any reason whatsoever; (iv) Expiry of the contract. Such right shall be without prejudice to the rights and remedies, which OICL may have against the Bidder. The Bidder shall ensure that the said subcontractors shall agree to provide such services to OICL at no less favourable terms than that provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract.

4.4 Canvassing/Contacting

Any effort by a Bidder to influence the Company in its decisions on Bid evaluation, Bid comparison or award of contract may result in the rejection of the Bidder's Bid. No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Commercial Bid to the time the Contract is awarded.

4.5 Indemnity

The Bidder should indemnify OICL (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- a) Non-compliance of the Bidder with Laws / Governmental Requirements
- b) IP infringement
- c) Negligence and misconduct of the Bidder, its employees, and agents

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages.



The Bidder shall not indemnify OICL for

- (i) Any loss of profits, revenue, contracts, or anticipated savings or
- (ii) Any consequential or indirect loss or damage however caused

4.6 Inspection of Records

All Bidder records with respect to any matters covered by this tender shall be made available to OICL or its designees at any time during normal business hours, as often as OICL deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. OICL's auditors would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to OICL, which would be used by OICL. The cost of the audit will be borne by OICL. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

4.7 Publicity

Any publicity by the Bidder in which the name of OICL is to be used should be done only with the explicit written permission of OICL.

4.8 Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

4.9 Information Ownership

All information processed, stored, or transmitted by Bidder belongs to OICL. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

4.10 Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.



Types of sensitive information that will be found on OICL systems the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

4.11 Confidentiality

Bidder understands and agrees that all materials and information marked and identified by OICL as 'Confidential' are valuable assets of OICL and are to be considered OICL's proprietary information and property. Bidder will treat all confidential materials and information provided by OICL with the highest degree of care necessary to insure that unauthorized disclosure does not occur. Bidder will not use or disclose any materials or information provided by OICL without OICL's prior written approval.

Bidder shall not be liable for disclosure or use of any materials or information provided by OICL or developed by Bidder which is:

- a. possessed by Bidder prior to receipt from OICL, other than through prior disclosure by OICL, as documented by Bidder's written records;
- b. published or available to the general public otherwise than through a breach of Confidentiality; or
- c. obtained by Bidder from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to OICL; or
- d. Developed independently by the Bidder.

In the event that Bidder is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Bidder shall promptly notify OICL and allow OICL a reasonable time to oppose such process before making disclosure.

Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause OICL irreparable harm, may leave OICL with no adequate remedy at law and OICL is entitled to seek to injunctive relief.

Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender.

Nothing contained in this contract shall limit the Bidder from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract. The confidentiality obligations shall survive for a period of one year post the termination/expiration of the Agreement.

4.12 Termination for Default

OICL may, without prejudice to any other remedy for breach of contract, by 30 calendar days written notice of default sent to the Bidder, terminate the contract in whole or in part:



- a) If the Bidder fails to perform his duties as per this contract within the time period(s) specified in the contract, or any extension thereof granted by OICL; or
- b) If the Bidder fails to perform any other obligation(s) under the contract

In the event of OICL terminating the contract in whole or in part, pursuant to above mentioned clause, OICL may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to those undelivered and the Bidder shall be liable to OICL for any excess costs incurred for procurement of such similar goods or services (capped at 5% differential value). However, the Bidder shall continue performance of the contract to the extent not terminated.

4.13 Force Majeure

The Bidder shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of OICL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, explosion, accident, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify OICL in writing of such conditions and the cause(s) thereof. Unless otherwise directed by OICL, the Bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.14 Termination for Insolvency

OICL may, at any time, terminate the contract by giving written notice to the Bidder, without any compensation to the Bidder, whatsoever if:

- i. The Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to OICL.
- ii. the Supplier being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture/shareholders or circumstances occur entitling the court or debenture/shareholders 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 OICL.

4.15 Termination for Convenience

Either party may, by 30 calendar days written notice sent to the other party, terminate the contract, in whole or in part at any time of their convenience. The notice of termination shall specify the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.



The goods and services that are complete and ready for shipment within 30 calendar days after the receipt of notice of termination by the Bidder shall be purchased by OICL at the contracted terms and prices. For the remaining goods and services, OICL may elect:

- i. To have any portion completed and delivered at the contracted terms and prices; and/ or
- ii. To cancel the remainder and pay to the Bidder a mutually agreed amount for partially completed goods and services and for materials and parts previously procured by the Bidder.

4.16 Resolution of disputes

OICL and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between OICL and the Bidder, any disagreement or dispute arising between them under or in connection with the contract. If OICL and the Bidder are unable to resolve the dispute they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and OICL respectively. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and OICL, OICL and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration. All questions, claims, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the presiding arbitrator. The Arbitration and Reconciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

4.17 Governing Language

The contract shall be written in the language of the bid i.e. English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language. English Language version of the contract shall govern its implementation.

4.18 Applicable Law

The contract shall be interpreted in accordance with the Indian Laws for the time being in force and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts)



4.19 Prices

The prices quoted (as mentioned in Annexure 4 – Commercial Bid submitted by the Bidder) for the printing material and services shall be firm throughout the period of contract and shall not be subject to any escalation.

4.20 Taxes & Duties

The Bidder shall be entirely responsible for all taxes, duties, license fees, and demurrage charges etc., incurred until delivery of the contracted goods & services to OICL. However, local levies (if any), in respect of transaction between OICL and Bidder, will be reimbursed by OICL, on submission of proof of actual transaction. If there is any increase/decrease in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to OICL.

4.21 Deduction

Payments shall be subject to deductions (such as TDS) of any amount, for which the Bidder is liable under the agreement against this tender.

4.22 No Claim Certificate

The Bidder shall not be entitled to make any claim whatsoever against OICL under or by virtue of or arising out of this contract, nor shall OICL entertain or consider any such claim, if made by the Bidder after he shall have signed a “No Claim” certificate in favour of OICL in such forms as shall be required by OICL after all payments due to the Supplier are made in full.

4.23 Cancellation of the contract & compensation

OICL reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Company in the following circumstances:

- i. The selected bidder commits a breach of any of the terms and conditions of the bid.
- ii. The selected bidder goes in to liquidation voluntarily or otherwise.
- iii. The progress made by the selected bidder is found to be unsatisfactory
- iv. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, OICL reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility (capped at 5% differential value) of the selected bidder. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, OICL reserves the right to get the balance contract executed by another party of its choice by giving thirty day's written notice for the same. In this event, the selected bidder is bound to make good the additional expenditure (capped at 5% differential value), which OICL may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.



4.24 Rights reserved by OICL

- i. Company reserves the right to accept or reject any or all Bids without assigning any reasons.
- ii. Company reserves the right to verify the validity of information given by the Bidders. If at any future point of time, it is found that the Bidder had made a statement, which is factually incorrect, OICL will reserve the right to debar the Bidder from bidding prospectively for a period to be decided by OICL and take any other action as maybe deemed necessary.
- iii. OICL reserves the right to issue a fresh RFP for this project at any time during the validity of the contract period with the selected Bidder.

4.25 Limitation of Liability

Bidder's cumulative liability for its obligations under the contract shall not exceed the total contract value and the Bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving.

4.26 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

4.27 Violation of terms

OICL clarifies that OICL shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies OICL may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.



5 Instruction to Bidders

5.1 Procedure for submission of Bids

Bidders are required to submit Bids online through Auction Tiger e-procurement portal - <https://eauction.auctiontiger.net>. Submission of Online Bids is mandatory for this Tender.

5.1.1 Tender Bidding Methodology

Sealed Bid System.

The Bidders will be required to submit following three separate documents.

1. Eligibility Bid and Technical Bid
2. Commercial Bid

SUBMISSION OF HARD/PHYSICAL COPIES:

The following documents are required to be submitted in one sealed envelope super-scribed as "**Document Submission for- Tender for Selecting Vendor for Printing and Distribution of Policy Stationery, Policy Booklet And Renewal Notices for MI Policies on Pan India basis:**

- a) Original DD/ Pay Order towards Tender Fee of Rs. 2,000/- (Rupees Two Thousand only).
- b) Original DD/ Pay Order towards EMD amount of Rs. 2,00,000/- (Rupees Two Lakh only),
- c) Original copy of the power-of-attorney

5.2 EARNEST MONEY DEPOSIT (E.M.D)

- (a) The intending bidders should pay an EMD of Rs 2, 00,000/- (Rupees Two Lakh only).
- (b) The EMD shall be payable by DD/Pay Order drawn in favor of "The Oriental Insurance Company Limited" payable at Delhi.
- (c) The EMD will not carry any interest.
- (d) If the bidder submits any EMD exemption certificate, the certifying authority should clearly mention in its letterhead that the certificate submitted by the bidder is applicable for this tender and the line of items mentioned in this tender.

5.2.1 FORFEITURE OF E.M.D:

The EMD made by the bidder will be forfeited if-

- a) He qualifies as L1 and backs out of the L1 quotes/tender specification/tender terms & conditions.
- b) The bidder withdraws his tender after acceptance.
- c) The bidder withdraws his tender before the expiry of the validity period of the tender.
- d) The bidder violates any of the provisions of the terms and conditions of this tender specification.



5.2.2 REFUND OF E.M.D:

- a. EMD will be refunded to the successful (L1) bidder, only after signing of the contract and submission of Security Deposit, completion of formality etc. in all respects to the satisfaction of the Company.
- b. In case of unsuccessful bidders, the EMD will be refunded to them after selection of the L1 bidder.

5.3 THE COMPANY RESERVES THE RIGHT TO:

- a) Revise the quantities at the time of placing the order.
- b) Blacklist the L1 bidder if performance of the bidder is not satisfactory.
- c) Reject any or all of the tender/s if-
 - I. It is not in conformity with the instructions mentioned herein,
 - II. It is not accompanied by the requisite EMD,
 - III. It is not properly signed by the bidder,
 - IV. It is received after the expiry of the due date and time,
 - V. It is evasive or incomplete including non-furnishing the required documents. Like it is quoted for period less than the validity of tender.
 - VI. It is received from any blacklisted vendor or whose past experience is not satisfactory.

5.4 VALIDITY OF BID:

The bid should be valid for acceptance for a period of at least **180 (One Hundred Eighty)** days from the last date of submission. Offers with lesser validity period would be rejected.

6 Bid Documents

6.1 Eligibility Cum Technical Bid Documents

1. Compliance to Eligibility Criteria as per RFP Section 1.6 along with all relevant supporting documents
2. Application Form for Eligibility Bid as per Annexure 1
3. Technical Bid and Eligibility Criteria as per Annexure 2.
4. EMD of Rs.2, 00,000 (Rs. Two Lakhs only) (Exempt for eligible entities (i.e. MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate in the form of DD/Pay Order favoring 'The Oriental Insurance Company Limited'.
5. Statement of No-Deviation (Annexure 9)
6. The corporate profile of the bidder (printed corporate brochure is preferred).
7. List of bidder's support/service locations in India. (as per Annexure-10)
8. The profile of the bidder (as per Annexure-11)
9. Bidder shall submit PAN number, GSTIN.



10. Undertaking that the Bidder has quoted for all items and the bid validity will be for 180 days from the date of submission of bid.
11. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
12. Executive Summary of Bidder's response. The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. Detailed technical note covering the detailed scope of work.
13. Support Plan

*Bidder to upload stamped and signed documents only

Note:

1. Participation in this tender will mean that the Bidder has accepted all terms and conditions and clauses of this tender and subsequent modifications to this tender, if any.
2. The documentary evidence asked in respect of the eligibility criteria would be essential. Bids not accompanied by documentary evidence may be subject to rejection. Clarification/ Additional documents, if any, sought by OICL from the Bidder has to be submitted within the stipulated time. Otherwise, bid will be rejected and no further correspondence in the matter will be entertained by OICL.
3. Any alterations, erasures or discrepancies in figures etc. may render the bid invalid. The bid may be rejected in case of non-adherence to any of the instructions given above.
4. OICL reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission or partial submission of technical details.
5. OICL may at its discretion waive any minor non-conformity in any offer and the same shall be binding on all Bidders and OICL reserves the right for such waivers.
6. If OICL is not satisfied with the technical specifications in any tender and observes major deviations, the technical bids of such Bidders will not be short-listed and the price bids of such Bidders will not be opened. No further discussions shall be entertained with such Bidders in respect of the subject technical bid.

6.2 Commercial Bid Documents

Commercial Bid should contain Annexure 4 – Commercial Bid. The Commercial Bid should give all relevant price information and should not contradict the Eligibility Cum Technical Bid in any manner. There should be no hidden costs for items quoted. The rates quoted should be in Indian rupees only and same should be rounded off to the nearest rupee and filled in both words and figures.



Evaluation Criteria

The competitive bids shall be submitted in two stages:

- ▶ Stage 1 – Eligibility Cum Technical Bid Evaluation
- ▶ Stage 2– Commercial Evaluation

6.3 Eligibility Cum Technical Evaluation

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Clause 1.6. The Bidders who meet all these criteria along with Technical would only qualify for the second stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market.

The decision of OICL shall be final and binding on all the Bidders to this document. OICL may accept or reject an offer without assigning any reason whatsoever

6.4 Procedure for Processing the Tender Document

1. The Committee constituted by the Company will open the Technical Bid s electronically.
2. Each and every aspect in the Eligibility Cum Technical Bid consisting of Annexure -1, Annexure-2 and Annexure – 3 would be discussed by the Committee for technical qualification. The meeting will be held at the office of the Company at the time and date, as decided by the Company.
3. The Commercial bids of technically qualified bidders will be opened by the Committee in the presence of bidders who wish to be present and the lowest commercial bid (L1) will be identified as start price for Reverse Auction. The company also reserves the right to give its own start price and decrement factor for Reverse Auction (business rule document will be shared to technically qualified bidders).
4. The final L1 will be decided based on price quoted in Reverse Auction.
5. Any Commercial bid incomplete in any respect will be disqualified.

7 Disclaimer

This RFP is being issued by OICL for inviting bids for providing printing and distribution of policy stationery, policy booklet and renewal notices for MI policies on Pan India basis. The words 'Tender' and 'RFP' are used interchangeably to refer to this document. The purpose of this document is to provide the Bidder with information to assist in the formulation of their proposal. While the RFP has been prepared in good faith with due care and caution, OICL or any of its employees or consultants do not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in this document. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. OICL reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the project further with any party submitting a bid. No reimbursement of any cost will be paid to persons, entities submitting a Bid.



8 Annexure

**This Page is
Intentionally
Left blank**



8.1 Annexure 1: Application form for Eligibility Bid

To

The Deputy General Manager
The Oriental Insurance Company Limited.
RO-1, Delhi
10th Floor, 15-Barakhamba Road,
Connaught Place, New Delhi-110001.

Application form for the Eligibility of the Bidder

Tender Ref. No. OICL/RO-1 Delhi/2019/1 Dated 08.02.2019

Company Details

1	Registered Name, Date and Address of The Bidder.	
2	Location of Corporate Headquarters.	
3	GST Identification No. and Date of Registration	
4	Address for Communication	
5	Contact Person 1 (Name, Designation, Phone, Email ID)	
6	Contact Person 2 (Name, Designation, Phone, Email ID)	

Turnover and Net worth

Financial Year	Turnover (Rs. in Crores)	Net worth

Details of EMD (Demand Draft)

Description	Rs. 2, 00,000/- Demand Draft towards EMD (Exempt for eligible entities (i.e. MSME/NSIC), as per Government of India Guidelines, subject to submission of the relevant certificate. Certificate shall be valid on the date of Bid Submission)
-------------	--

Name: _____
Designation: _____
Date: _____

Signature: _____
(Company Seal)



8.2 Annexure 2: Technical Bid

Tender Ref No: OICL/RO-1 Delhi/2019/1 Dated 08.02.2019)

Eligibility Criteria

S.No	Particulars	Compliance Yes/ No
1	The bidder should be of reputed background and well established Printing Company / Mail Management Company/ Process Outsourcing Agency having business in India for at least 5 years as on 1 st December 2018. Bidder has to submit Registration number of the firm along with the GST and PAN number. (Documentary proof to be submitted). Certificate of incorporation also required.	
2	The bidder should have an Annual Turnover of Rs.5 Crore for each financial year for the last 3 financial years. (Profit & Loss account, Audited Balance Sheet ,CA certified documents to be submitted)	
3	The bidder should have made positive net operating profit in the last 3 financial years.(Profit & Loss account /CA certified documents to be submitted)	
4	The bidder should not have been disqualified, blacklisted, or de-panelled for whatsoever reason from any of the Government organizations during the period from January 2016 until last date of this tender.(Undertaking to be submitted as per Annexure - 7)	
5	The bidder should have a full-fledged office/service centre in Delhi with adequate stocks of the items and qualified service executive in their organization. (Documentary proof to be Submitted)	
6	The bidder should have executed minimum 1 nos. of contract of similar nature (excluding OIC) for a value not less than Rs.25 Lakh/annum during the last 3 financial years (2015-16, 2016-17, 2017-18). (Documentary proof to be submitted)	



8.3 Annexure 3: ITEM SPECIFICATION

Tender Ref No: OICL/RO-1 Delhi/2019/1 Dated 08.02.2019)

S N	Compliance Item Description	(Yes/No)
1	<p>Policy Schedule cum Certificate: Size: 8.50" x 13.75" Paper: 120 gsm Super printing BILT I ITC, Printing: 4 Color on both sides. Packing: Shrink Wrap Packing of 1 00 pcs. in fresh fit to size Carton with poly wrapping of carton from inside, tape masking covering all edges of carton, Strip wrapping with 4 belts, Labeling as per allocation, delivery to approx. 1,000 pan India locations through courier with tracking of delivery, Storage: Warehousing to meet ad hock requirements.</p>	
2	<p>Policy Booklets: No of Pages: 48 pp plus cover Size: 4.25" x 5.75" Paper: Text: 100 gsm Sinar Mat. Cover: 250 gsm Sinar Mat. Printing of Text: 1 Color, Printing of Cover: 4 Color, Packing: Shrink Wrap Packing of 25 pcs. in fresh fit to size Carton with poly wrapping of carton from inside, tape masking covering all edges of carton, Strip wrapping with 4 belts, Labeling as per allocation, delivery to approx. 1,000 pan India locations through courier with tracking of delivery. Storage: Warehousing to meet ad hock requirements.</p>	



Request for Proposal for Printing and Distribution Pan India of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies

3	<p>Renewal Mailers: (Letters, Envelope, automated insertion & franking service)</p> <p>LETTER 1 & LETTER 2: Size: A-4, Paper: 80 GSM Super Printing BILT/ITC Printing- Offset: 4 Color on both sides Digital: variable data printing on both sheets</p> <p>ENVELOPE: Size: 4.25" x 9.25" Paper: 80 GSM Super Printing BILT Printing: 4 Color Fabrication: Window Envelope making for automated insertion. Post Printing: Automated insertion process - Bar code reading, Folding, and Insertion of 2 letters into Envelope, Envelope sealing. Franking of mailers with pin code / RMS / State wise sorting and delivery to Post Office.</p>	
4	<p>Covering letter for Maruti web portal policy: Size: 8.50" x 13.75" Paper: 120 gsm Super printing BILT I ITC, Printing: 4 Colour on both sides.</p>	
5	<p>Maruti portal web policy Envelope for automated insertion Size: 9.12" x 5.00" Paper: 140 GSM Super Printing BILT/ITC Printing:- 4 colours Window Size: 3.50" x 1.75" Finishing: 25- micron cellophane on window, Machine made envelope for automation.</p>	

Note- Any additional or better features are acceptable.

OIC reserves the right to accept/reject any or all of the deviations shown by the bidder



8.4 Annexure 4: COMMERCIAL BID

Sl.	Description	Per unit Price in Rs. (Excluding GST)
1	Policy Schedule cum Certificate including dispatch to pan India locations. (Minimum 100 sheets per allocation)	
2	Policy Booklets (Including dispatch to pan India locations) (Minimum 100 booklets per allocation)	
3	Renewal Mailers (Renewal Letters 2 nos. with Envelope, Automated Insertion & Franking Service)	
4	Maruti portal web policy kit (one sheet of covering letter addressed to customer, two sheets of policy schedule cum certificate and one policy booklet with Envelope)- Dispatch to pan India customers through courier with dispatch details, tracking and delivery report	
5	Maruti portal web policy kit (one sheet of covering letter addressed to customer, two sheets of policy schedule cum certificate and one policy booklet with Envelope)- Dispatch to pan India customers through Deptt. Of Post.	

*price should be exclusive of GST

- i. The bid is to be submitted strictly in this format only or else the bid may be disqualified.
- ii. The prices should be valid for 180 days from the date of submission.



8.5 Annexure 5: Contract Form

THIS AGREEMENT made on this _____ day of _____ between The Oriental Insurance Company Limited (hereinafter “the Purchaser”) of one part and “<Name of Vendor>” (hereinafter “the Vendor”) of the other part:

WHEREAS the Purchaser is desirous that certain printed material & services should be provided by the Vendor viz., _____ and has accepted a bid by the Vendor for the supply of those printed material & services in the sum of _____ (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

RFP Document and corresponding Amendments (**Tender Ref No: OICL/RO-1 Delhi/2019/1 Dated 08.02.2019**)

The Schedule of Requirements and the Requirement Specifications

The Service Level Agreement

The General Conditions of Contract

The Purchaser’s Notification of Award (PO Reference No. : _____)

In consideration of the payments to be made by the Purchaser to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the purchaser to provide the printed material & services and to remedy defects therein the conformity in all respects with the provisions of the contract.

The purchaser hereby covenants to pay the Vendor in consideration of the provision of the printed material & services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services, which shall be supplied/ provided by the Vendor, are as under:

Total Value in words: _____

Total Value: _____



Request for Proposal for Printing and Distribution Pan India of Policy Stationery, Policy Booklet and Renewal Notices for MI Policies

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

**Signed, Sealed and Delivered for
"The Oriental Insurance Co. Ltd." by its
constituted Attorney**

Signature _____
Name _____
Designation _____
Address _____
Company _____
Date _____

**Signed, Sealed and Delivered for
M/s _____ by its constituted
Attorney**

Signature _____
Name _____
Designation _____
Address _____
Company _____
Date _____

**Company Seal
Witness I**

Signature _____
Name _____
Designation _____
Address _____
Company _____
Date _____

**Company Seal
Witness II**

Signature _____
Name _____
Designation _____
Address _____
Company _____
Date _____



8.6 Annexure 6: Query Format

(Tender Ref No: OICL/RO-1 Delhi/2019/1 Dated 08.02.2019)

Sr. No.	Page #	Point / Section #	Existing Clause	Query Sought
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				



8.7 Annexure 7: UNDERTAKING REGARDING NON-BLACKLISTING

Tender Ref No: OICL/RO-1 Delhi/2019/1 Dated 08.02.2019

We, M/s _____, participating in the bid, confirm that we have not been Disqualified/blacklisted/dis-empanelled and the product quoted is not disqualified / blacklisted / dis-empanelled by any Central/State Government Department/Public Sector Banks/Financial Institutions in India including OIC during the last three years starting from January 2016 till last date of submission of this tender.

Dated at _____ this ___ day of _____ 20

Signature of the Authorized Signatory :

Name :

Designation :

Name & Address of the company :

Seal of the Company :



8.8 Annexure 8: Pro forma for Performance Security

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier) (Hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated..... 201_ to supply..... (Description of Products and Services) (Hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein, as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....

Signature and Seal of Guarantors (Supplier’s Bank)

.....
Date.....
Address.....
.....



8.9 Annexure 9: Statement of No Deviation

To

The Deputy General Manager
The Oriental Insurance Company Limited.
RO-1, Delhi
10th Floor, 15-Barakhamba Road,
Connaught Place, New Delhi-110001.

Reference: **(Tender Ref No: OICL/RO-1 Delhi/2019/1 Dated 08.02.2019)**

Sir,

There are no deviations (null deviations) from the RFP Requirements and Terms & Conditions of the tender. All the RFP Requirements and terms & conditions of the tender are acceptable to us.

Witness		Bidder	
Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Address	_____	Address	_____
Company	_____	Company	_____
Date	_____	Date	_____



8.10 Annexure 10: Office locations and service infrastructure facilities

(Tender Ref No: OICL/RO-1 Delhi/2019/1 Dated 08.02.2019)

Details of the Centre(s) owned and operated by the Bidder							
Name of City where	Address	Contact Person	Telephone Number(s)	Fax No's	E-mail address	Working hours	Remarks

Witness

Signature _____
Name _____
Designation _____

Address _____
Company _____
Date _____

Bidder

Signature _____
Name _____
Designation _____

Address _____
Company _____
Date _____

Company Seal



8.11 Annexure 11: Bidder Profile

(Tender Ref No: OICL/RO-1 Delhi/2019/1 Dated 08.02.2019)

- a) Registered Name & Address of The Bidder :
- b) Location of Corporate Head Quarters :
- c) Date & Country of Incorporation :
- d) Service facilities location & size :
- e) Major Related Activities carried out in last two years & their %age in revenue :
- f) Total number of employee :
- g) List of major clients :
- h) Name & Address of Contact Person with Tel. No / Fax /e-mail :
- i) Client Reference :
- j) Annual turnover for the three previous financial years :
- k) Net worth (Paid up capital plus free reserves) for the previous financial year (2016-17) :
- l) Name of the Authorized Signatory :

NOTE: - Please attach last year's financial results duly certified by the auditors along with an attested copy of Certificate of Incorporation.

POA of the Authorized Signatory

Signature: _____

Name: _____

Designation: _____

Date: _____

(Company Seal)



8.12 Annexure 12: Non-Disclosure Agreement

(On Rs.100 Non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at..... Thisday of.....201_

BY AND BETWEEN

..... Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

The Oriental Insurance Company Ltd, having its headquartered and Corporate Office at Oriental House, A-25/27, Asaf Ali Road, New Delhi - 110002 (hereinafter referred to as "OICL" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

The Vendor and The Oriental Insurance Company Ltd are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. The Oriental Insurance Company Ltd is engaged in the business of providing financial services to its customers and intends to engage Vendor for providing

2. In the course of such assignment, it is anticipated that The Oriental Insurance Company Ltd or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid assignment (hereinafter referred to as " the Purpose").

3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of The Oriental Insurance Company Ltd. The Vendor undertakes to safeguard and protect such confidential information as may be received from The Oriental Insurance Company Ltd

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and the Oriental Insurance Company Ltd granting the Vendor and or his agents, representatives to have specific access to The Oriental Insurance Company Ltd property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:



(i) "Confidential Information" means all information disclosed/furnished by The Oriental Insurance Company Ltd to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

(ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure. Confidential Information does not include information which:

(a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,

(b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from The Oriental Insurance Company Ltd,

(c) was rightfully obtained by the Vendor from a source other than The Oriental Insurance Company Ltd without any obligation of confidentiality,

(d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify The Oriental Insurance Company Ltd of such order and afford The Oriental Insurance Company Ltd the opportunity to seek appropriate protective order relating to such disclosure.

(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

(f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties.

Nothing contained herein shall in any manner impair or affect rights of The Oriental Insurance Company Ltd in respect of the Confidential Information.



In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care.

The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement

2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify The Oriental Insurance Company Ltd immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding The Oriental Insurance Company Ltd and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of The Oriental Insurance Company Ltd business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) Business processes and procedures; or
- d) Current and future business plans; or
- e) Personnel information; or
- f) Financial information.

3. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the



Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of The Oriental Insurance Company Ltd.

4. Term: This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by The Oriental Insurance Company Ltd, whichever is earlier. The Vendor hereby agrees and undertakes to The Oriental Insurance Company Ltd that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to The Oriental Insurance Company Ltd, all information received by it from The Oriental Insurance Company Ltd for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to The Oriental Insurance Company Ltd to certify in writing upon request of The Oriental Insurance Company Ltd that the obligations set forth in this Agreement have been complied with.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by The Oriental Insurance Company Ltd to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with The Oriental Insurance Company Ltd.

6. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to The Oriental Insurance Company Ltd if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, The Oriental Insurance Company Ltd may suffer immediate irreparable loss for which monetary compensation may not be adequate. The Oriental Insurance Company Ltd shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

Any claim for relief to The Oriental Insurance Company Ltd shall include The Oriental Insurance Company Ltd costs and expenses of enforcement (including the attorney's fees).

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.



8. Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Delhi shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

9. Indemnity: The Vendor shall defend, indemnify and hold harmless The Oriental Insurance Company Ltd, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.

10. General: The Vendor shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.

All Confidential Information is provided "as is". In no event shall the Oriental Insurance Company Ltd be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by The Oriental Insurance Company Ltd constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

The Oriental Insurance Company Ltd discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, merchantability, and fitness for a particular purpose, title, non-infringement, or anything else.

11. Waiver: A waiver (whether express or implied) by The Oriental Insurance Company Ltd of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent The Oriental Insurance Company Ltd from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of ----- Ltd.

()

(Designation)

For and on behalf of The Oriental Insurance Company Ltd

()

(Designation)



8.13 Annexure 13: E Procurement System Process.

Login Process

1. Open Website : <https://eauction.auctiontiger.net>
2. Click on login
3. Enter Registered Email id and Password and Click on Login
4. In case of Forgot Password : click on Forgot password

Tender Submission Process

Follow the below mentioned steps:

1. After Login on the website, Click on the Search Rfx/Tender.
2. Download all the Documents and go through it properly before proceeding to bid.
3. Click on Dashboard to start the bidding Process.
4. Click on "I Agree" to confirm your Participation.
5. Click on "Fill" to Submit your Details.
6. Please put your response as per the bid form requirement and Click on "Save"
7. Click on "Map Documents" to upload the required documents.
8. Click on Upload Document
9. Click on Browse and Select the document to upload.
10. Enter Document Brief and Click on Upload.
11. All Bidding form should be Mandatory to fill.
12. Click on Final Submission Tab after verifying all the submitted details in the Bid form and uploaded document
13. Click on Final Submission Button.
14. Click on "OK" from message box to proceed with final submission.
15. Final Submission Confirmation

Contact Details

M/s. e-Procurement Technologies Ltd. (Auction Tiger), Ahmedabad,
Ms. Anjali Maherchandani
Contact No: 079-6813-6856 / 6354919566
Mail Id: anjali.m@auctiontiger.net



8.14 Annexure 14: Details of Reverse Auction.

Buyer's Name	The Oriental Insurance Co. Ltd. Regional Office – 1, Hansalaya Building 10th Floor, 15-Barakhamba Road, New Delhi – 110001.
Auction to be Conducted By Service Provider	
Date & Time of Auction	Auction website : Reverse Auction Date : To be announced Reverse Auction Time : To be announced
Documents to be shared with Technically Qualified Bidders	<ol style="list-style-type: none">1) Business rules for reverse auction<ul style="list-style-type: none">- General Terms & conditions of reverse auction- Finalization of the Procurement2) Details of Items3) Process Compliance Statement4) Final Quoted Price Confirmation5) Contact Information