

**THE ORIENTAL INSURANCE COMPANY LIMITED**

**HEAD OFFICE, "ORIENTAL HOUSE",  
A - 25/27, ASAF ALI ROAD, NEW DELHI-110 002**



**TENDER DOCUMENT FOR HP PRINT CARTRIDGES**

**FOR OFFICE USE ONLY**

TENDER NO.: OICL/HO/ITD/CC/2015/01 dated 31<sup>st</sup> July 2015

TENDER FORM ISSUED TO: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SERIAL NO.: \_\_\_\_\_ DATE OF ISSUE: \_\_\_\_ / \_\_\_\_ / 2015

SIGNATURE: \_\_\_\_\_

(NON - TRANSFERABLE)

## SECTION - I

### INVITATION OF BIDS FOR SUPPLY OF HP PRINT CARTRIDGES

**1. This invitation to Tender is for: -**

Supply of **HP Print Cartridges** to be used by The Oriental Insurance Company Limited (hereinafter as OICL) at its Head Offices spread over various locations in Delhi. The detailed list of HP Print Cartridges to be supplied is attached. (**Section IV**).

2. Bidders are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
3. Sealed offers prepared in accordance with the procedures enumerated in **Clause 1 of Section II** should be submitted to The Oriental Insurance Co. Ltd. not later than the date and time laid down, at the address given below:

**The Dy. General Manager,  
Information Technology Department  
2<sup>nd</sup> Floor, "Oriental house,"  
The Oriental Insurance Company Limited.  
A 25/27, Asaf Ali Road,  
New Delhi – 110 002.  
Phone: 011-43659209**

4. All bids must be accompanied by a **bid security** in the form of **Demand Draft/Banker's Cheque** issued by Nationalized / Scheduled bank, in favour of **The Oriental Insurance Company Ltd.**, payable at **New Delhi** as detailed below: -

Items quoted in the Tender	Brief Description	Amount of Bid Security (Rs.)
All Items Under <b>Section IV, V &amp; VI</b>	HP Print Cartridges	<b>50,000.00</b>

Other items that can be purchased are quoted under Annexure **6.3**

**Note:**

- i. Non-submission of Bid Security along with Bid documents will disqualify the Bidder.
- ii. Validity of Bids: 180 Days from the date of opening of the Pre-Qualification cum Technical Bids.
- iii. The Bid security of unsuccessful bidders will be refunded after the selection of successful Bidder. The Oriental Insurance Company will not pay any Interest for the same.
- iv. The Bid security of successful bidder will be refunded after the successful completion of the contract period after deducting the penalties, if any. The Oriental Insurance Company will not pay any Interest for the same.

- 5. This Tender document is not transferable.**

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### 6. Schedule of Events:

Event	Details/ Target Date
Sale of tender & Availability	Tender document is available for sale between 11:00 Hours to 15:00 Hours on all working days from 31 <sup>st</sup> July 2015 to 31 <sup>st</sup> August 2015
Last date for submission of bid	31 <sup>st</sup> August 2015 03:00 PM
Opening of pre-qualification bid	31 <sup>st</sup> August 2015 03:15 PM
Short-listing of bidders based on pre-qualification cum technical bid	Will be communicated
Declaration of short-listed bidders for commercial bid	Will be communicated
Opening of commercial bids	Will be communicated
Declaration of L1 Bidder	Will be communicated
Address for Bid Submission and Correspondence	Deputy General Manager (IT) Information Technology Department The Oriental Insurance Company Limited 2nd Floor, Head Office, Oriental House A-25/27, Asaf Ali Road, New Delhi – 110 002 Tel: +91 11 23243693 / +91 11 43659209 Fax: +91 11 23269087 E-mail: tender@orientalinsurance.co.in

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 Tender.

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 Tender.

**Note:** The Oriental Insurance Company Limited shall not be responsible for non-receipt / non-delivery of the Bid documents due to any reason whatsoever.

#### Availability of tender document:

- a) Non-transferable Tender document containing conditions of pre-qualification cum technical, detailed requirement as also the terms and conditions can be obtained from the address given below:  
**The Oriental Insurance Company Limited  
Information Technology Department,  
A - 25/27, 'Oriental House', 2nd Floor, Asaf Ali Road, New Delhi – 110 002**
- b) The Tender document will be available for sale at the above address between 11.00 Hours to 15.00 Hours on all working days from 31<sup>st</sup> July 2015 to 31<sup>st</sup> August 2015 on payment of non-refundable Tender Fee of Rs.1500/- (Rupees One Thousand Five Hundred Only) by 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.
- c) A Copy of the Tender document is available on the web portal [www.orientalinsurance.org.in](http://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.

**SECTION II**  
INSTRUCTION TO BIDDERS  
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## SECTION II INSTRUCTIONS TO BIDDERS

### A. Introduction

#### 1. Procedure for Submission of Bids

- 1.1 Two sealed envelopes containing hard copies of pre-qualification bid cum technical bid and commercial bid should be submitted in the following manner:
  - a) **Pre-Qualification cum Technical Bid** (2 copies) in one envelope.
  - b) **Commercial Bid** (2 copies) in one envelope.
- 1.2 Each copy of **Pre-Qualification cum Technical Bid** of the Tender should be covered in a separate sealed envelope, superscribing the envelope with the wordings "**Pre-Qualification cum Technical Bid for HP Print Cartridges**". Each copy should also be marked as "Original" and "First copy". All the two copies should be put in a single sealed envelope, superscribing the envelope with the wordings "Pre-Qualification cum Technical Bid for HP Print Cartridges - Tender No.: OICL/HO/ITD/CC/2015/01 dated 31<sup>st</sup> July 2015".  
**Please note that Prices should not be indicated in the Pre-Qualification cum Technical Bid.**
- 1.3 Each copy of **Commercial Bid** of the Tender should be covered in a separate sealed envelope, superscribing the envelope with the wordings "**Commercial Bid for HP Print Cartridges**". Each copy should also be marked as "Original" and "First copy". All the two copies should be put in a single sealed envelope, superscribing the envelope with the wordings "Commercial Bid for HP Print Cartridges – Tender No.: OICL/HO/ITD/CC/2015/01 dated 31<sup>st</sup> July 2015".  
**Commercial Bid should only indicate prices (Item wise).**
- 1.4 Both the Pre-Qualification cum Technical Bid envelope and Commercial Bid Envelope, prepared as above, are to be kept in a single sealed envelope, super scribing the envelope with Tender Number, Due Date, and the wordings "**DO NOT OPEN BEFORE 31<sup>st</sup> August 2015 03:15 PM**".
- 1.5 The envelope thus prepared should also indicate clearly the name and address of the Bidder, to enable the Bid to be returned unopened in case it is declared "**Late**".
- 1.6 Each copy of the tender should be a complete document and should be bound as a volume. Different copies must be bound separately.
- 1.7 A separate letter certifying the period of **validity of Bids for 180 days** from the date of opening of the Pre-Qualification cum Technical Bids should also be submitted along with the Pre-Qualification cum Technical Bid.

#### 2. Cost of Tender

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

## B. The Tender Document

### 3. Contents of the Tender Document

3.1 The broad specifications of the goods required, tender procedures and contract terms are prescribed in the Tender document. The Tender Document includes:

- I. **Section I - Introduction**
- II. **Section II - Instructions to Bidders**
- III. **Section III - General Conditions of Contract**
- IV. **Section IV - Schedule of Requirement**
- V. **Section V - Pre-Qualification cum Technical Bid**

Pre-Qualification cum Technical Bid comprising of the following:

- i. Bid Particulars along with all the enclosures asked for (**Annexure 5.1**)
- ii. Bid Letter (**Annexure 5.2**)
- iii. Warranty (**Annexure 5.3**)
- iv. Statement of Availability of stock of Various Items Quoted (**Annexure 5.4**)
- v. HP Authorization Certificate to be attached by the Bidder on the letter head of the Manufacturer duly stating Tender reference. (**Annexure 5.5**)

#### VI. Section VI - Commercial Bid

Commercial Bid comprising of the following:

- i. Bid Particulars (**Annexure 6.1**)
- ii. Bid Letter (**Annexure 6.2**)
- iii. Details of Cost of Goods offered (**Annexure 6.3**)

#### VII. Section VII - Miscellaneous

Miscellaneous comprising of the following:

- i. Contract Form (**Annexure 7.1**)

3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Tender Document, Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in the rejection of the bid.

### 4. Clarification of Tender Document

4.1 A prospective Bidder requiring any clarification of the Tender Document may notify the OICL in writing at the OICL's mailing address. The OICL will respond in writing, to any request for clarification of the Tender Document, received not later than after 10 days of advertisement prescribed by the OICL. Written copies of the OICL's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have purchased the Tender Documents.

## 5. Amendment of Tender Document

- 5.1 At any time prior to the last date for receipt of bids, the OICL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment.
- 5.2 The amendment will be notified in writing or by fax/email to all prospective Bidders who have received the Tender Document and will be binding on them.
- 5.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the OICL may, at its discretion, extend the last date for the receipt of Bids.

## C. Preparation of Bids

### 6. Language of Bids

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

### 7. Documents Comprising the Bids

- 7.1 The bids prepared by the Bidder shall comprise of the following components:

- a. **Pre-Qualification cum Technical Bid comprising of the following:**

1. Bid Particulars along with all the enclosures asked for (**Annexure 5.1**)
2. Bid Letter (**Annexure 5.2**)
3. Warranty (**Annexure 5.3**)
4. Statement of Availability of stock of Various Items Quoted (**Annexure 5.4**)
5. HP Authorization Certificate to be attached by the Bidder on the letter head of the Manufacturer duly stating Tender reference. (**Annexure 5.5**)
6. Bid Security as per Clause 4 of Section I

- b. **Commercial Bid comprising of the following:**

- i. Bid Particulars (**Annexure 6.1**)
- ii. Bid Letter (**Annexure 6.2**)
- iii. Details of Cost of Goods offered (**Annexure 6.3**)

**Note:** Bids not submitted in our prescribed Format and Annexure will be rejected.

### 8. Bid Prices

- 8.1 The Bidder shall indicate in the proformas prescribed at **Annexure 6.3** of the Commercial Bid, the unit prices and total Bid Prices of the goods, it proposes to supply under the Contract.

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### 9. Firm Price

- 9.1 Prices quoted must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications whatsoever. Prices should indicate the price at OICL site.
- 9.2 Prices should be shown separately for each item as detailed in Bid documents. Tenders not containing item-wise prices are liable to be rejected.
- 9.3 Attention of the Bidder is invited to the terms and conditions of payment given in **Clause 11 of Section III**.

### 10. Bidders Eligibility Criteria

- 10.1 The Bidder should have annual Turnover of more than Rs. 50 Lakhs for the last 3 financial years 2011-12, 2012-13 & 2013-14.
- 10.2 The Bidder shall furnish VAT Registrattion Number of the firm along with TIN No. and PAN Number.
- 10.3 The Bidder should be HP Manufacturers/agents/Distributors/Dealers/Sellers of Print Cartridges in Delhi. HP Authorization Certificate to be attached by the bidder on the letter head of the Manufacturer duly stating Tender Reference.
- 10.4 List of 2 important Delhi based Clents in the category of PSUs/FIs/Central/State Govt Organizations with respect to HP Print Cartridges.

### 11. Bid Security

- 11.1 Pursuant to **Clause 7.1 (a)** the Bidder shall furnish, as part of its Pre-Qualification cum Technical bid, a bid security of Rs. 50,000/- (Rupees Fifty Thousand only).
- 11.2 The bid security is required to protect the OICL against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 11.3 The bid security shall be denominated in Indian Rupees, and shall be in the form of a Demand Draft / Banker's Cheque issued by a **Nationalized Bank/Scheduled Bank** only.
- 11.4 Any bid not secured in accordance with above clauses, will be rejected by the OICL, as non-responsive.
- 11.5 Unsuccessful Bidder's bid security will be discharged/returned as promptly as possible.
- 11.6 The successful Bidder's bid security will be discharged upon the successful completion of the Contract after deducting the penalties, if any.
- 11.7 No interest will be payable by the OICL on the amount of the Bid Security.
- 11.8 The bid security submitted by Bidder may be forfeited if:
- Bidder backs out of bidding process after submitting the bids;
  - Bidder backs out after qualifying;
  - Bidder does not accept the Notification of Award / Sign the Contract in accordance with Tender Clauses within the time prescribed by OICL after qualifying.



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### 12. Period of Validity of Bids

- 12.1 Bids shall remain valid for 180 days after the date of Pre-Qualification cum Technical bid opening prescribed by the OICL. The OICL may reject a bid valid for a shorter period as non-responsive.
- 12.2 In exceptional circumstances, the OICL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax/e-mail). The bid security provided under **Clause 11 of Section-II** shall also be suitably extended.

### 13. Format and Signing of Bid

- 13.1 The Bidder shall prepare two copies each of the Pre-Qualification cum Technical Bid and Commercial Bid, clearly marking each "Original" and "First Copy" as appropriate in accordance with **Clause 1 of Section-II**. In the event of any discrepancy between them, the original shall govern.
- 13.2 The original and First Copy of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. The letter of authorisations shall be indicated by written power-of-attorney accompanying the bid. The person or persons signing the bid shall initial all pages of the bid, except for unamended printed literature.
- 13.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, the person or persons signing the bid shall initial such corrections.

### 14 Revelation of Prices

- 14.1 Prices in any form or by any means in Pre-Qualification cum Technical Bid or before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

### 15 Terms and Conditions of Tendering Firms

- 15.1 Printed terms and conditions of the Bidders will not be considered as forming part of their tenders.

### 16 Local Conditions

- 16.1 It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and /or the cost.

### 17 Heading

- 17.1 The heading of conditions hereto shall not affect the construction thereof.

## D. Submission of Bids

### 18 Sealing and Marking of Bids

- 18.1 The Bidders shall seal and mark the Original and First Copy of the Pre-Qualification cum Technical Bid and Commercial Bid strictly in accordance with **Clause 1 of Section-II**.
- 18.2 If the outer envelope of the bid is not sealed and marked, the OICL will assume no responsibility for the bid's misplacement or premature opening.

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- 18.3 The envelopes containing the tender documents will be submitted to the OICL along with the documents indicating their experience and competence. These documents will be utilised for qualifying the Bidders with reference to the experience and competence.

### 19 Last Date for Receipt of Bids

- 19.1 Bids must be received by the OICL at the address specified not later than the time and date specified in **Clause 6 of Section I**. In the event of the specified date for the receipt of Bids being declared a holiday for the OICL, the Bids will be received up to the appointed time of the next working day.
- 19.2 The OICL may, at its discretion, extend the last date for the receipt of bids by amending the Tender Document in which case all rights and obligation of the OICL and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

### 20 Late Bids

- 20.1 Any bid received by the OICL after the last date for receipt of bids prescribed by the OICL will be rejected and / or returned unopened to the Bidder.

### 21 Address for Correspondence

- 21.1 The bidder shall designate the official mailing address, place, fax number and email address to which all correspondence shall be sent by the OICL.

## E. Opening of Bids

### 22 Opening of Bids by OICL

- 22.1 On the basis of information & documentary evidence given in the **Annexure 5.1 to Annexure 5.5 of Section-V**, Bidders will be qualified in the Pre-Qualification cum Technical Bid. The Commercial bids of Bidders not qualified will be returned unopened as promptly as possible.
- 22.2 Commercial bids of only qualified Bidders in Pre-Qualification-cum Technical bid will be opened.
- 22.3 The OICL will open the Commercial Bid of the qualified Bidders, in the presence of the representatives of the Bidders who choose to attend, at the time, date and location, which will be notified in writing or by email/ fax.

### 23. Clarifications

- 23.1 When deemed necessary, the OICL may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted. The OICL may, if so desired, ask the Bidder to give presentation for the purpose of clarification of the tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the Bidders.

### 24. Preliminary Examination

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

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

24.3 A bid determined as not substantially responsive will be rejected by the OICL.

24.4 The OICL may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

### 25. Evaluation and Comparison of Bids

25.1 The competitive bids shall be submitted in two stages:

Stage 1 – Pre-Qualification cum Technical bid

Stage 2 – Commercial Bid

25.2 Stage 1: After Pre-Qualification cum Technical bids are opened and evaluated, a list of short listed Bidders will be prepared. The Bidders who meet all the criteria would only qualify for the second stage of evaluation.

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.

25.3 Stage 2:- The commercial bids of the Pre-Qualification cum Technically qualified Bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at OICL discretion.

A bidder is free to quote for any number of items. Commercial Evaluation shall be done for each item separately to decide the L1 bidder for an item. Award will be placed to multiple bidders depending upon the number of items for which a bidder is L1 (lowest commercial bid).

OICL will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

The price quoted through this tender shall remain valid for a period of one year from the date of entering into the contract. OICL reserves the right to extend the period of contract by maximum One Year on the same rates and terms & conditions of the contract with the mutual consent.

### 26 Contacting the OICL

26.1 No Bidder shall contact the OICL on any matter relating to its bid from the time of the bid opening to the time the Contract is awarded.

26.2 Any effort by a Bidder to influence the OICL's bid evaluation, bid comparison or contract award decision may result in the rejection of the Tender's bid.

## F. Award of Contract

### 27 Post Qualification

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- 27.1 The OICL will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid (commercially L1 for an item) is qualified to satisfactorily perform the contract.
- 27.2 The determination will take into account the Bidder's financial and performance capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualification submitted by the Bidder, as well as such other information as the OICL deems necessary and appropriate.

### **28 Award Criteria**

- 28.1 The OICL will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid (commercially L1 for an item).

### **29 OICL's Right to vary Quantities at the time of Award**

- 29.1 The OICL reserves the right at the time of award of contract to increase or decrease the quantity without any change in price or other terms and conditions.

### **30 OICL's Right to Accept Any Bid and to Reject Any or All Bids**

- 30.1 The OICL reserves the right to accept any bid, and to annul the tender process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the OICL's action. The OICL 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 may be deemed necessary.

### **31 Notification of Award**

- 31.1 Prior to the expiration of the period of bid validity, the OICL will notify the successful Bidder in writing and the same should be acknowledged by the bidder that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the contract.

### **32 Signing of Contract**

- 32.1 At the same time as the OICL notifies the successful Bidder that its bid has been accepted, the OICL will send the Bidder the contract form as per **Annexure 7.1 of Section VII** provided in the Tender Document, incorporating all agreements between the parties.
- 32.2 On receipt of the Contract Form, the successful Bidder shall sign and date the contract form and return it to the OICL.

### **33 Performance Security**

- 33.1 The Bid security of the successful Bidder will remain with the OICL as performance security for the period of contract.
- 33.2 Failure of the successful Bidder to comply with the requirement of above clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the OICL may make the award to the next lowest evaluated Bidder or call for new bids.

**SECTION III**  
**GENERAL CONDITIONS OF CONTRACT**

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SECTION III

GENERAL CONDITIONS OF CONTRACT

1. **Definitions**

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

- a) **"OICL"** means, The Oriental Insurance Company Limited.
- b) **"Purchase Officer"** means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the OICL.
- c) The **"Contract"** means the agreement entered into between the OICL and the Vendor as recorded in the Contract Form signed by the OICL and the Vendor, including all attachment and Annexure thereto and all documents incorporated by reference therein.
- d) The **"Vendor"** means the person or the firm or the company with whom the order for providing the goods is placed.
- e) **"The Contract Price"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- f) **"The goods"** means all material, which the vendor is required to supply to the OICL under the contract.
- g) **"Service"** mean services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services and other such obligations of the vendor covered under the Contract.
- h) **"Acceptance of Tender"** means the letter/email/fax or any memorandum communicating to the Bidder the acceptance of his tender and includes an advance acceptance of his tender.

2. **Application**

- 2.1 These General Conditions shall apply to the extent that they are not superceded by provisions in other parts of the Contract.

3. **Standards**

- 3.1 The goods supplied under this contract shall conform to the standards as specified in the tender document, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution.

4. **Use of Contract Documents and Information**

- 4.1 The Vendor shall not, without the OICL's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or Information furnished by or on behalf of the OICL in connection therewith, to any person other than a person employed by the vendor in the Performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The vendor shall not without the OICL's prior written consent, make use of any document of information except for purpose of performing the Contract.
- 4.3 Any document, other than the Contract itself, shall remain the property of the OICL and shall be returned (in all copies) to the OICL on completion of the Vendor's performance under the Contract, if so required by the OICL.

5. **Patent Rights**

## THE ORIENTAL INSURANCE COMPANY LIMITED, NEW DELHI

- 5.1 The Vendor shall indemnify the OICL against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the Goods / Services or any part thereof including intellectual property rights (IPR).

### 6. Performance Security

- 5.2 The successful Bidder should send the signed contract on the receipt of notification of award of the Contract from the OICL. The Bid Security of the successful bidder will be treated as performance security till the end of the contract period.

### 7. Penalty

- 5.3 If the ordered items are not supplied within the stipulated time the company reserves the right to charge penal Interest @ of 0.5% on the ordered value for each week of delay or part thereof, maximum to the tune of 10% of the ordered Value.
- 5.4 Once the Interest is levied on the delayed items, the company reserves the right to cancel the empanelment of the bidder.

### 8. Delivery and Documents

- 5.5 Delivery of the Goods shall be made by the vendor in accordance with the Delivery Schedule/terms specified by the OICL in its **Notification of Award / Letter of Intent**.

### 9. Availability of Items Quoted

- 9.1 The Vendor undertakes that the Items/goods quoted would be continued to be supplied upto at least one year from the date of entering into the contract.
- 9.2 The vendor shall maintain adequate inventory of items.

### 10. Warranty

- 5.6 The vendor warrants that the Goods supplied under the Contract are new, unused or the most recent or current models and incorporate all recent improvements in design and materials unless provided other wise in the contract. The vendor further warrants that the goods supplied under this contract shall have no defect arising from design, materials or workmanship (except in so far as the design or material is required by the OICL's specifications) or from any act or omission of the vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 5.7 This warranty shall remain valid for (12 months) after the goods, or any portion thereof as the case may be, have been delivered (and commissioned) to the final destination indicated in the contract and accepted, unless specified otherwise in the General Conditions of Contract.
- 5.8 The OICL shall promptly notify the vendor in writing of any claims arising under this warranty
- 5.9 Upon receipt of such notice, the vendor shall with all reasonable speed, repair or replace the defective goods or parts thereof, without prejudice to any other rights which the OICL may have against the vendor under the contract.
- 5.10 If the vendor, having been notified, fails to remedy the defect(s) within a reasonable period, the OICL may proceed to take such remedial action as may be necessary at the vendor risk and expense and without prejudice to any other rights which the OICL may have against the vendor under the Contract.

## THE ORIENTAL INSURANCE COMPANY LIMITED, NEW DELHI

### 11. Payment

- 11.1 Payment shall be made by the OICL only after completion of supply and acceptance of the HP Print Cartridges mentioned in the tender, to the entire satisfaction of the OICL or any other agency nominated by him.

### 12. Currency of Payment

- 12.1 Payment shall be made in Indian Rupees only.

### 13. Contract Amendments

- 13.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### 14. Assignment

- 14.1 The vendor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the OICL's prior written consent. The permission, if any, of the OICL has to be taken before the award of contract.

### 15. Subcontracts

- 15.1 The vendor shall notify the OICL in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Vendor from any liability or obligation under the Contract. OICL reserves the right to accept such arrangement or reject the proposal outright. Proof of such contract should be submitted to OICL.

### 16. Delays in the Vendor's Performance

- 16.1 Delivery of the Goods shall be made by the vendor in accordance with the time schedule specified by the OICL.
- 16.2 Any delay by the vendor in the performance of its delivery obligations shall render the vendor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the contract for default.
- 16.3 If at any time during performance of the contract, the vendor should encounter conditions impeding timely delivery of the goods and performance of services, the vendor shall promptly notify the OICL in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the vendors notice, the OICL shall evaluate the situation and may at its discretion extend the vendor's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract. If the vendor's request to delay the delivery of goods and performance of services is not found acceptable to the OICL, above clause would be invoked.

### 17. Liquidated Damages

- 17.1 If the supplier fails to deliver any or all of the goods ordered for within the time period(s) specified in the contract or the OICL shall without prejudice to its other remedies under the contract, deduct from the ordered value, as liquidated damages, a sum equivalent to the 0.5 % per week or part thereof of the ordered value of the delayed goods for each day or part thereof of delay until actual delivery, up to maximum deduction of 10 % of the ordered value. Once the maximum is reached, the OICL may consider termination of the contract.



**18. Termination for Default**

- 18.1 The OICL may, without prejudice to any other remedy for breach of contract by written notice of default sent to the vendor, terminate the contract in whole or in part:
- a) If the vendor fails to provide any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by the OICL or
  - b) If the vendor fails to perform any other obligation(s) under the contract
- 18.2 In the event the OICL terminates the contract in whole or in part, pursuant to **Clause 18.1 of Section-III**, the OICL may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those not provided and the vendor shall be liable to the OICL for any excess costs for such similar goods. However, the vendor shall continue performance of the contract to the extent not terminated.

**19. Force Majeure**

- 19.1 Notwithstanding the provisions of **Clauses 16, 17, 18** the vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 19.2 For Purposes of this Clause, "Force Majeure" means an event beyond the control of the vendor and not involving the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the OICL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 19.3 If a force Majeure situation rises, the vendor shall promptly notify the OICL in writing of such conditions and the cause thereof. Unless otherwise directed by the OICL in reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**20. Termination for Insolvency**

- 20.1 The OICL may at any time terminate the contract by giving written notice to the vendor, without compensation to the vendor, if the vendor 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 the OICL.

**21. Termination for Convenience**

- 21.1 The OICL may by written notice sent to the vendor, terminate the contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for the OICL's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

**22. Arbitration**

- 22.1 The OICL and the vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

## THE ORIENTAL INSURANCE COMPANY LIMITED, NEW DELHI

- 22.2 If, after Thirty (30) days from the commencement of such informal negotiations, the OICL and the vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified below.
- 22.3 In the case of a dispute or difference arising between the OICL and the vendor relating to any matter arising out of or connected with this contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the OICL and the other to be nominated by the Vendor or in case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceedings to the reference, and in case arbitrators cannot agree to the Umpire, he may be nominated by the Arbitration Council of India / Institution of Engineers, India. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Arbitration Council of India / Institution of Engineers, India shall be final and binding on the parties.
- 22.4 The Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modification or re-enactments thereof made till the date of signing of contract shall apply to the arbitration proceedings.
- 22.5 The venue of arbitration shall be the place from where the contract is issued i.e. Jurisdiction of Delhi High Court.

### 23. Governing Language

- 23.1 The Contract shall be written in the language of the bid, as specified by the OICL in the Instructions to Bidders. 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.

### 24. Applicable Law

- 24.1 The Contract shall be interpreted in accordance with the Indian Laws and will be subject to the exclusive jurisdiction of courts at Delhi.

### 25. Notices

- 25.1 Any notice by one party to the other pursuant to the Contract shall be sent in writing or by email/ fax and confirmed in writing to the address specified for that purpose in the contract.
- 25.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### 26. Delivery

- 26.1 The products specified in the **Annexure 5.4 of Section V** are required to be supplied by the vendor within the period indicated in the **letter of intent**.

### 27. Prices

- 27.1 The prices quoted for the products shall be firm throughout the period of contract and shall not be subject to any escalation.

### 28. Deductions

- 28.1 Payments shall be subject to deductions of any amount / penalty for which the vendor is liable under the agreement against this tender.

## THE ORIENTAL INSURANCE COMPANY LIMITED, NEW DELHI

### 29. Taxes

- 29.1 The bidder shall be entirely responsible for all taxes, duties, license fees, and demurrage charges etc., incurred until delivery of the services to OICL. 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.

### 30. Corrupt or fraudulent practice:

- 30.1 Bidder shall observe the highest standard of ethics during the procurement and execution of the contract.
- 30.2 OICL shall reject a proposal for award if it comes to the knowledge of OICL that the Bidder is engaged in corrupt or fraudulent practices in competing for the bid.
- 30.3 OICL will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder was engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

### 31. Guarantee

- 31.1 The vendor shall guarantee the entire items / goods quoted as per specification. All items / goods quoted shall be guaranteed for one year from the date of acceptance against unsatisfactory performance or break down due to defective design, manufacture, and condition and that whole consignment of items /goods supplied or any part thereof found defective within one year from the date of acceptance of items / products / goods shall be replaced or repaired by the vendor free of charge as decided by the OICL.

The guarantee shall cover the following:

- a) Quality, strength and performance of the material / goods / products / items supplied.
- b) Performance figures and other values as specified in schedule of guarantee particulars.
- c) Prompt replacement with a new products / items /goods for unsatisfactory performance, defective design and break down.
- d) Attending to consequential damages to consignment products / items / goods supplied due to defective workmanship, material designs, etc. in any part from manufactures work.
- e) The vendor shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all the products / items / products etc., covered by the Tender for a period of least 12 months from the date of acceptance of items / goods / products in offices of OICL.

Defective goods / products / items shall be collected from the OICL's site packed and sent by the vendor at his cost and all expenses in this regard shall be borne by him.

**Section IV**  
**Schedule of Requirement**

S. No.	Item	Quantity (Pieces/Sheets)
1.	HP DDS-3 Data Cartridge (24 GB) C 5708 A	200
2.	HP Toner Cartridge 2612-A	100
3.	HP Toner Cartridge 2612-AF	200
4.	HP Toner Cartridge CE 278-AC	50
5.	HP Toner Cartridge CE 278 AF	100
6.	HP Toner Cartridge CC 388 AC	50
7.	HP Toner Cartridge CC 388 AD	100
8.	HP Toner Cartridge CB 436 AC	10
9.	HP Toner Cartridge CB 436 AF	10
10.	HP Toner Cartridge C 7115	3
11.	HP Toner Cartridge 5950N-Black	8
12.	HP Toner Cartridge 5951N-Cyan	8
13.	HP Toner Cartridge 5952N- Yellow	8
14.	HP Toner Cartridge 5953N- Magenta	8
15.	HP Toner Cartridge Q 7560 A Black	8
16.	HP Toner Cartridge Q 7561 A Cyan	8
17.	HP Toner Cartridge Q 7562 A Yellow	8
18.	HP Toner Cartridge Q 7563 A Magneta	8
19.	HP Toner Cartridge CE 320 A	5
20.	HP Toner Cartridge CE 321 A	5
21.	HP Toner Cartridge CE 322 A	5
22.	HP Toner Cartridge CE 323 A	5
23.	HP Toner Cartridge CB 540 A	8
24.	HP Toner Cartridge CB 541 A	8
25.	HP Toner Cartridge CB 542 A	8
26.	HP Toner Cartridge CB 543 A	8
27.	HP Toner Cartridge CF 210 A	10
28.	HP Toner Cartridge CF 211 A	10
29.	HP Toner Cartridge CF 212 A	10
30.	HP Toner Cartridge CF 213 A	10
31.	HP InkJet Cartridge CN 045 AA	5
32.	HP InkJet Cartridge CN 046 AA	5
33.	HP InkJet Cartridge CN 047 AA	5
34.	HP InkJet Cartridge CN 048 AA	5
35.	HP Toner Cartridge CE 250 A	5
36.	HP Toner Cartridge CE 251 A	5
37.	HP Toner Cartridge CE 252 A	5
38.	HP Toner Cartridge CE 253 A	5
39.	HP Toner Cartridge CF 350 A	10
40.	HP Toner Cartridge CF 351 A	10
41.	HP Toner Cartridge CF 352 A	10
42.	HP Toner Cartridge CF 353 A	10

**THE ORIENTAL INSURANCE COMPANY LIMITED, NEW DELHI**

**Note:**

1. The requirement given above is tentative for use in HO buildings based on our past experience. Exact quantity will be ordered in parts as per our requirement over the period of contract / agreement.

**Section V**  
**Pre-Qualification cum Technical Bid**  
**Index**

<b>S. NO.</b>	<b>CONTENTS</b>	<b>PAGE No.</b>
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2	Bid Letter ( <b>Annexure 5.2</b> )	24-25
3	Warranty ( <b>Annexure 5.3</b> )	26
4	Statement of Availability of stock of Various Items Quoted / Schedule Of Delivery ( <b>Annexure 5.4</b> )	27-28
5	HP Authorization Certificate to be attached by the Bidder on the letter head of the Manufacturer duly stating Tender reference. ( <b>Annexure 5.5</b> )	29

(Please See **Clause 7** of Instructions To Bidders **Section II**)

**PRE-QUALIFICATION CUM TECHNICAL BID**

**BID PARTICULARS FOR TENDER NO.** \_\_\_\_\_

1. **Name of the Bidder** : **Enclosed: Yes / No**  
With Full Address, Telephone No., Fax  
No. & Email
2. **Name & Designation** of the Contact :  
Person With Full Address, Telephone No.,  
Fax No. & Email
3. **Status of the Bidder** : **Enclosed: Yes / No**  
(Please enclose documentary evidence  
like - Incorporation certificate /  
Partnership Deed / Sole Proprietor -  
Trade License)
4. **Annual Turnover (Above Rs. 50 Lacs)** : **Enclosed: Yes / No**  
For last 3 years 2011-12, 2012-13 &  
2013-14  
Please enclose documentary evidence
5. **VAT Particulars** : **Enclosed: Yes / No**  
Please enclose photocopy of TIN No. &  
PAN No.
6. **List of 2 Important Delhi based Clients** : **Enclosed: Yes / No**  
**in the category of PSUs / FIs /Central**  
**Government Organisation / State**  
**Government Organisation with respect**  
**to HP Print Cartridges**  
(Please enclose list with full address &  
contact person and Contract Amount)
7. **For HP Data/Print Cartridges** : **Enclosed: Yes / No**
  - a) **HP Print Cartridges quoted for(as**  
**per Annexure 5.4)**
  - b) **Delivery time (as per Annexure**  
**5.4) Please Mention time required**  
**for delivery**
8. **Name of The Manufacturer of the Items** : **Enclosed: Yes / No**  
**Quoted For**

THE ORIENTAL INSURANCE COMPANY LIMITED, NEW DELHI

9. Bidder's proposal number and date :

**Witness:**

Signature-----

Name -----

Address -----

Date -----

**Bidder:**

Signature -----

Name -----

Designation -----

Company -----

Date -----

**Company Seal**

\* All the enclosures mentioned above in Annexure 5.1 of Section V are to be enclosed in the Pre-Qualification cum Technical Bid.



(Please see Clause 7 of Instructions To Bidders Section II)

**BID LETTER**  
**(Pre-qualification cum Technical Bid)**

To,

**THE CHIEF MANAGER  
INFORMATION TECHNOLOGY DEPARTMENT  
THE ORIENTAL INSURANCE CO. LTD.,  
HEAD OFFICE, " ORIENTAL HOUSE ",  
A-25/27, ASAF ALI ROAD,  
NEW DELHI - 110 002**

**Ref: Tender No.----- dated -----**

Sir,

1. We declare:
  - i. That we are manufacturers / developers / sole authorised agents / distributors of  
\_\_\_\_\_
  - ii. That we / our principals are equipped with adequate machinery for production quality contract and testing of offered products manufactured / developed and used by us and that our development establishment is open for inspection by the representatives of **The Oriental Insurance Company Limited**.
2. We hereby offer to supply the Goods at the prices and rates mentioned in the Commercial Bid as per **Annexure 6.3**.
3. **Period of Delivery**

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods shall be made as stipulated in the schedule to the Bid document as given in **Annexure 5.4** and that we shall perform all the incidental services.
4. **Terms of Delivery**

The prices quoted are inclusive of all charges including sales tax, levies and Delivery charges at the place of order in any of the OICL's offices in Delhi.
5. We enclose herewith the complete Pre-Qualification cum Technical Bid as required by you. This includes:
  - i. Bid Particulars along with all the enclosures asked for (**Annexure 5.1**)
  - ii. Bid Letter (**Annexure 5.2**)
  - iii. Warranty (**Annexure 5.3**)
  - iv. Statement of Availability of stock of Various Items Quoted (**Annexure 5.4**)
  - v. HP Authorization Certificate to be attached by the Bidder on the letter head of the Manufacturer duly stating Tender reference. (**Annexure 5.5**)
  - vi. Bid Security as per **Clause 4 of Section I**
6. We agree to abide by our offer for a period of 180 days from the date fixed for opening of the pre-qualification cum technical Bid of the tender and that we shall remain bound by a communication of acceptance within that time.

THE ORIENTAL INSURANCE COMPANY LIMITED, NEW DELHI

7. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions.

8. Certified that the Bidder is:

A sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor,

Or

A partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

A company and the person signing the tender is the constituted attorney.

(Note: Delete whatever is not applicable. All corrections / deletions should invariably be duly attested by the person authorised to sign the tender document.)

9. Bid Security (Earnest Money) for an amount equal to Rs 50,000.00 (Rupees Fifty Thousand only) is enclosed in the cover containing Pre-qualification cum Technical Bid in the form specified in **Clause 11 of Section II.**

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

Dated this            day of

Signature of Bidder

Details of  
Enclosures

Full Address:  
Telephone No.  
Fax No.  
Email.

(Please see **Clause 10** of the General Conditions of Contract **Section III**)

**WARRANTY**

We warrant that everything to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship & manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered, shall be in full conformity with the specifications, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty shall survive inspection of and payment for, and acceptance of the goods, but shall expire twelve (12) months after the Delivery and acceptance by the OICL.

The obligations under the Warranty expressed above shall include all costs relating to labour, spares and transport charges from site to manufacturers works and back and for repair/adjustment or replacement at site of any part of the consignment of Items / Material ordered and delivered, which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by the OICL to the supplier.

**Signature of Witness**

Dated

Place

**Signature of the Bidder**

Dated

Place

**THE ORIENTAL INSURANCE COMPANY LIMITED, NEW DELHI**

Annexure 5.4

(Please see **Clause 7** of **Section II** Instructions to Bidders and **Clause 26** of **Section III** the General conditions of Contract)

**Statement of Availability of Stock of Various Items Quoted and Schedule of Delivery**

S. No.	Item	Time Required for Delivery	Brands	Quoted Yes/No ( <i>Please Don't Indicate Price here</i> )
1.	HP DDS-3 Data Cartridge (24 GB) C 5708 A			
2.	HP Toner Cartridge 2612-A			
3.	HP Toner Cartridge 2612-AF			
4.	HP Toner Cartridge CE 278-AC			
5.	HP Toner Cartridge CE 278 AF			
6.	HP Toner Cartridge CC 388 AC			
7.	HP Toner Cartridge CC 388 AD			
8.	HP Toner Cartridge CB 436 AC			
9.	HP Toner Cartridge CB 436 AF			
10.	HP Toner Cartridge C 7115			
11.	HP Toner Cartridge 5950N-Black			
12.	HP Toner Cartridge 5951N-Cyan			
13.	HP Toner Cartridge 5952N- Yellow			
14.	HP Toner Cartridge 5953N- Yellow			
15.	HP Toner Cartridge Q 7560 A Black			
16.	HP Toner Cartridge Q 7561 A Cyan			
17.	HP Toner Cartridge Q 7562 A Yellow			
18.	HP Toner Cartridge Q 7563 A Magneta			
19.	HP Toner Cartridge CE 320 A			
20.	HP Toner Cartridge CE 321 A			
21.	HP Toner Cartridge CE 322 A			
22.	HP Toner Cartridge CE 323 A			
23.	HP Toner Cartridge CB 540 A			
24.	HP Toner Cartridge CB 541 A			
25.	HP Toner Cartridge CB 542 A			
26.	HP Toner Cartridge CB 543 A			
27.	HP Toner Cartridge CF 210 A			
28.	HP Toner Cartridge CF 211 A			
29.	HP Toner Cartridge CF 212 A			
30.	HP Toner Cartridge CF 213 A			
31.	HP InkJet Cartridge CN 045 AA			
32.	HP InkJet Cartridge CN 046 AA			

**THE ORIENTAL INSURANCE COMPANY LIMITED, NEW DELHI**

<b>S. No.</b>	<b>Item</b>	<b>Time Required for Delivery</b>	<b>Brands</b>	<b>Quoted Yes/No (<u>Please Don't Indicate Price here</u>)</b>
33.	HP InkJet Cartridge CN 047 AA			
34.	HP InkJet Cartridge CN 048 AA			
35.	HP Toner Cartridge CE 250 A			
36.	HP Toner Cartridge CE 251 A			
37.	HP Toner Cartridge CE 252 A			
38.	HP Toner Cartridge CE 253 A			
39.	HP Toner Cartridge CF 350 A			
40.	HP Toner Cartridge CF 351 A			
41.	HP Toner Cartridge CF 352 A			
42.	HP Toner Cartridge CF 353 A			

**Signature of Witness**

Dated  
Place

**Signature of the Bidder**

Dated  
Place

**PROFORMA FOR AUTHORITY FROM MANUFACTURER**

No. \_\_\_\_\_

Date: \_\_\_\_\_

**Whomsoever it may concern**

**Subject: Authority from Manufacturers**

Dear Sir,

We \_\_\_\_\_ an established and reputable manufacturers of  
\_\_\_\_\_ Items of \_\_\_\_\_ Brand having factories at  
\_\_\_\_\_ and office at \_\_\_\_\_  
\_\_\_\_\_ do hereby authorise M/s.  
\_\_\_\_\_ (name and address of dealer) to  
represent us for selling the aforementioned products for the period specified in the tender  
document.

Yours faithfully

Name \_\_\_\_\_

For & on behalf of M/s. \_\_\_\_\_  
(Name of Manufacturer)

Note :

**This letter of authority should be on the letter - head of the manufacturer and should be signed by a person competent and having power of attorney to bind the manufacturers.**

**Section VI**  
**Commercial Bid**  
**Index**

<b>S. NO.</b>	<b>CONTENTS</b>	<b>PAGE No.</b>
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3	Details of Cost of Goods offered ( <b>Annexure 6.3</b> )	34-36

(Please See Clause 7 of Instructions to Bidders – Section II)

**B. COMMERCIAL BID**

**BID PARTICULARS FOR TENDER NO.**-----

- i. Name of the Bidder
- ii. Address of the Bidder
- iii. Bidder's proposal number and date
- iv. Name & address of the officer  
To whom all references shall be  
Made regarding this tender

Telex  
Telephone  
Fax No.  
E-Mail

Witness:

Signature-----  
Name -----  
Address -----  
Date -----

Signature -----  
Name -----  
Designation -----  
Company -----  
Date -----

**Company Seal**



(Please see Clause 7 of Instructions to Bidders-Section II)

**BID LETTER  
(COMMERCIAL BID)**

To,

**THE DY. GENERAL MANAGER  
INFORMATION TECHNOLOGY DEPARTMENT  
THE ORIENTAL INSURANCE CO. LTD.,  
HEAD OFFICE, " ORIENTAL HOUSE ",  
A-25/27, ASAF ALI ROAD,  
NEW DELHI - 110 002**

Ref: Tender No. \_\_\_\_\_

Sir,

We declare:

- i. That we are manufacturers / developers / sole authorised agents / distributors of \_\_\_\_\_
  - ii. That we / our principals are equipped with adequate machinery for production quality control and testing of offered products manufactured/developed and used by us and that our development establishment is open for inspection by the representatives of OICL.
2. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the Commercial Bid as per Annexure 6.3.

**3. Period of Delivery**

We do hereby undertake, that, in the event of acceptance of our bid, the supply of Goods shall be made as stipulated in the schedule to the Bid document as given in Annexure 5.4 and that we shall perform all the incidental services.

**4. Terms of Delivery**

The prices quoted are inclusive of all charges including sales tax, levies and Delivery charges at the place of order in any of the OICL's offices in Delhi.

5. We enclose herewith the complete Commercial Bid as required by you. This includes:

- i. Bid Particulars (Annexure 6.1)
  - ii. Bid Letter (Annexure 6.2)
  - iii. Details of Cost of Goods offered (Annexure 6.3)
6. We agree to abide by our offer for a period of 180 days from the date fixed for opening of the pre-qualification cum technical bid of the tenders and that we shall remain bound by a communication of acceptance within that time.
7. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions.

THE ORIENTAL INSURANCE COMPANY LIMITED, NEW DELHI

8. Certified that the Bidder is:

A sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor,

Or

A partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the tender is the constituted attorney.

(Note: Delete whatever is not applicable. All corrections / deletions should invariably be duly attested by the person authorised to sign the tender document.)

9. Bid Security (Earnest Money) for an amount equal to Rs 50,000.00 (Rupees Fifty Thousand only) is enclosed in the Cover containing pre-qualification cum Technical Bid in the form specified in **Clause 11 of Section II.**

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

Dated this            day of

Signature of Bidder

Details of  
Enclosures

Full Address:

Telephone No.

Fax No.:

E-Mail

**THE ORIENTAL INSURANCE COMPANY LIMITED, NEW DELHI**

Annexure 6.3

Name of the Bidder: \_\_\_\_\_

**DATA CARTRIDGE:**

Sr. No.	ITEM	BRAND	COST PER CARTRIDGE	TAXES LEVIES IF ANY	TOTAL COST ALL INCLUSIVE PER CARTRIDGE
1.	HP DDS-3 (24 GB) DATA Cartridge C 5708 A	HP			

**LASER PRINTER TONER CARTRIDGE MODEL**

Sr. No	ITEM	Printer Model	DETAIL IF ANY	COST PER PIECE	TAXES LEVIES IF ANY	TOTAL COST ALL INCLUSIVE PER PIECE
2.	HP Q 2612-A	HP LJP 1022				
3.	HP Q 2612-AF	HP LJP 1022				
4.	HP CE 278 AC	HP LJP 1566				
5.	HP CE 278 AF	HP LJP 1566				
6.	HP CC 388 AC	HP LJP 1007				
7.	HP CC 388 AD	HP LJP 1007				
8.	HP CB 436 AC	HP LJP 1505				
9.	HP CB 436 AF	HP LJP 1505				
10.	HP C 7115	HP LJP 1200/1005				

**COLOR LASERJET TONER CARTRIDGE (Model:HP Laserjet 4700dn)**

Sr. No.	ITEM	DETAIL IF ANY	COST PER PIECE	TAXES LEVIES IF ANY	TOTAL COST ALL INCLUSIVE PER PIECE
11.	HP Q 5950 A Black				
12.	HP Q 5951 A Cyan				
13.	HP Q 5952 A Yellow				
14.	HP Q 5953 A Magenta				

**COLOR LASERJET TONER CARTRIDGE (Model: HP LJP 2700)**

CODE	ITEM	DETAIL IF ANY	COST PER PIECE	TAXES LEVIES IF ANY	TOTAL COST ALL INCLUSIVE PER PIECE
15.	HP Q 7560 A BLACK				
16.	HP Q 7561 A CYAN				
17.	HP Q 7562 A YELLOW				
18.	HP Q 7563 A MAGENTA				

**THE ORIENTAL INSURANCE COMPANY LIMITED, NEW DELHI**

Annexure 6.3

Name of the Bidder: \_\_\_\_\_

**COLOR LASERJET TONER CARTRIDGE (Model: HP CLJP 1525)**

Sr. No.	ITEM	DETAIL IF ANY	COST PER PIECE	TAXES LEVIES IF ANY	TOTAL COST ALL INCLUSIVE PER PIECE
19.	HP CE 320 A				
20.	HP CE 321 A				
21.	HP CE 322 A				
22.	HP CE 323 A				

**COLOR LASERJET TONER CARTRIDGE (Model: HP CLJP 1215)**

Sr. No.	ITEM	DETAIL IF ANY	COST PER PIECE	TAXES LEVIES IF ANY	TOTAL COST ALL INCLUSIVE PER PIECE
23.	HP CB 540 A				
24.	HP CB 541 A				
25.	HP CB 542 A				
26.	HP CB 543 A				

**COLOR LASERJET TONER CARTRIDGE (Model: HP CLJP M 251n)**

Sr. No.	ITEM	DETAIL IF ANY	COST PER PIECE	TAXES LEVIES IF ANY	TOTAL COST ALL INCLUSIVE PER PIECE
27.	HP CF 210 A				
28.	HP CF 211 A				
29.	HP CF 212 A				
30.	HP CF 213 A				

**COLOR INKJET CARTRIDGE (Model: HP Color Office Jet Pro 8600)**

CODE	ITEM	DETAIL IF ANY	COST PER PIECE	TAXES LEVIES IF ANY	TOTAL COST ALL INCLUSIVE PER PIECE
31.	HP CN 045 AA				
32.	HP CN 046 AA				
33.	HP CN 047 AA				
34.	HP CN 048 AA				

Name of the Bidder: \_\_\_\_\_

**COLOR LASERJET TONER CARTRIDGE (Model: HP CLJP 3525DN)**

Sr. No.	ITEM	DETAIL IF ANY	COST PER PIECE	TAXES LEVIES IF ANY	TOTAL COST ALL INCLUSIVE PER PIECE
35.	HP CE 250 A				
36.	HP CE 251 A				
37.	HP CE 252 A				
38.	HP CE 253 A				

**COLOR LASERJET TONER CARTRIDGE (Model: HP CLJP M 176n)**

Sr. No.	ITEM	DETAIL IF ANY	COST PER PIECE	TAXES LEVIES IF ANY	TOTAL COST ALL INCLUSIVE PER PIECE
39.	HP CF 350 A				
40.	HP CF 351 A				
41.	HP CF 352 A				
42.	HP CF 353 A				

<b>Section VII</b>		
<b>MISCELLANEOUS</b>		
<b>Index</b>		
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THE ORIENTAL INSURANCE COMPANY LIMITED, NEW DELHI

Annexure 7.1

(Please see **Clause 32** of Instruction to Bidders- **Section-II**)

CONTRACT FORM

THIS AGREEMENT made on this ----- day of ----- between the Oriental Insurance Company Ltd. (hereinafter "the Purchaser") of one part and (Name of Vendor) (hereinafter "the vendor") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services should be provided by the vendor viz., Supply, Delivery at site of goods as per purchaser's notification of award in the OICL and has accepted a bid by the vendor for the supply of those Goods at unit price as per purchaser's notification of award.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.,
  - a) The Schedule of Requirements.
  - b) The General Conditions of Contract.
  - c) The Purchaser's Notification of Award
3. 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 goods and ancillary services and to remedy defects therein the conformity in all respects with the provisions of the contract.
4. The purchaser hereby covenants to pay the vendor in consideration of the provision of the goods and ancillary services and the remedying of defects therein, the unit 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.
5. The vendor undertakes that the items/goods quoted/awarded would be continued to be supplied upto one year from the date of entering into the contract and will maintain adequate inventory of the items quoted/awarded.

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

Detail of cost of Goods

Item No.	Description of the item	Unit Cost		Total unit Price
		Basic Price	Taxes	

**THE ORIENTAL INSURANCE COMPANY LIMITED, NEW DELHI**

DELIVERY SCHEDULE: -----

IN WITNESS whereof 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 by the said \_\_\_\_\_ (For the Purchaser) in the presence of:

\_\_\_\_\_

Signed, Sealed and Delivered by the said \_\_\_\_\_ (For the Vendor) in the presence of:

\_\_\_\_\_