

**The Oriental Insurance Company Limited**



**Request for Proposal**

**For Empanelment**

**for**

**Supply of HP Print Cartridges.**

**(Tender No.: OICL/HO/ITD/CC/2018/01 Dated 23/02/2018)**

**The Oriental Insurance Company Limited  
Information Technology Department  
Head Office, "Oriental House"  
A-25/27 Asaf Ali Road, New Delhi-110002**



This page is  
intentionally  
left blank



**Non-Refundable Tender Fee**

**Non-Transferable Receipt**

**To be filled by OICL Official**

**OICL's Copy**

<b>Tender Ref. No.</b>	<b>OICL/HO/ITD/CC/2018/01 Dated 23/02/2018</b>
<b>Copy No.</b>	
<b>Date of Issue</b>	
<b>Tender Issued to Bidder</b>	
<b>Cheque No./Draft No.</b>	
<b>Date</b>	
<b>Cheque/Draft Amount</b>	
<b>Bank Name</b>	
<b>Name of OICL Official</b>	
<b>Designation of OICL Official</b>	
<b>Signature</b>	
<b>OICL Official</b>	<b>Bidder's Representative with Contact No. and Date</b>



This page is  
intentionally  
left blank



**Non-Refundable Tender Fee**

**Non-Transferable Receipt**

**To be filled by OICL Official**

**Bidder's Copy**

<b>Tender Ref. No.</b>	<b>OICL/HO/ITD/CC/2018/01 Dated 23/02/2018</b>
<b>Copy No.</b>	
<b>Date of Issue</b>	
<b>Tender Issued to Bidder</b>	
<b>Cheque No./Draft No.</b>	
<b>Date</b>	
<b>Cheque/Draft Amount</b>	
<b>Bank Name</b>	
<b>Name of OICL Official</b>	
<b>Designation of OICL Official</b>	
<b>Signature</b>	
<b>OICL Official</b>	<b>Bidder's Representative with Contact No. and Date</b>



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 © 2018 The Oriental Insurance Company Limited**



## Contents

Purpose of this document .....	11
1 Introduction .....	12
<b>1.1 About the Company</b> .....	12
<b>1.2 Notice inviting bids for Supply of HP Print Cartridges</b> .....	12
<b>1.3 Project Objective</b> .....	12
<b>1.4 Schedule of Events</b> .....	12
<b>1.5 Availability of tender document</b> .....	13
2 Eligibility Criteria .....	14
3 Scope of Work.....	15
<b>3.1 Project Timelines</b> .....	16
4 Terms and Conditions .....	17
<b>4.1 Definitions</b> .....	17
<b>4.2 Amendment to Bid Document</b> .....	17
<b>4.3 Sub-contracts</b> .....	18
<b>4.4 Conditional bids</b> .....	18
<b>4.5 Submission of Bids</b> .....	18
<b>4.6 Pre-Bid Meeting</b> .....	18
<b>4.7 Delay in Bidder’s performance</b> .....	18
<b>4.8 Payment terms</b> .....	19
<b>4.9 Mode of Payment</b> .....	19
<b>4.10 Currency of Payments</b> .....	19
<b>4.11 Other RFP Requirements</b> .....	19
5 Terms of Reference (‘ToR’) .....	20
<b>5.1 Contract Commitment</b> .....	20
<b>5.2 Completeness of Project</b> .....	20
<b>5.3 Assignment</b> .....	20
<b>5.4 Canvassing/Contacting</b> .....	20





---

5.5	Indemnity .....	20
5.6	Inspection of Records .....	20
5.7	Publicity .....	21
5.8	Solicitation of Employees .....	21
5.9	Information Ownership .....	21
5.10	Sensitive Information .....	21
5.11	Confidentiality .....	21
5.12	Termination for Default .....	22
5.13	Force Majeure .....	22
5.14	Termination for Insolvency .....	22
5.15	Termination for Convenience .....	23
5.16	Resolution of disputes .....	23
5.17	Governing Language .....	23
5.18	Applicable Law .....	23
5.19	Prices .....	24
5.20	Taxes & Duties .....	24
5.21	Deduction .....	24
5.22	No Claim Certificate .....	24
5.23	Rights reserved by OICL .....	24
5.24	Limitation of Liability .....	24
5.25	Waiver .....	24
5.26	Violation of terms .....	24
5.27	Bid Validity .....	24
5.28	Performance Security .....	25
5.29	Liquidated Damages .....	25
6	Instructions to Bidders .....	26
6.1	Procedure for submission of Bids .....	26
6.1.1	Tender Bidding Methodology .....	26
6.1.2	Offline Submissions .....	26



---

<b>6.2</b>	<b>Bid Security</b> .....	<b>26</b>
<b>6.3</b>	<b>Evaluation Criteria</b> .....	<b>27</b>
6.3.1	Eligibility cum Technical Evaluation .....	27
6.3.2	Commercial Evaluation .....	27
<b>7</b>	<b>Bid Documents</b> .....	<b>28</b>
7.1	Eligibility Bid Documents .....	28
7.2	Technical Bid Documents.....	29
7.3	Commercial Bid Documents .....	29
<b>8</b>	<b>Appendix</b> .....	<b>31</b>
8.1	Appendix 1: Bill of Material .....	32
8.2	Appendix 2: Commercial Compliance Certificate .....	36
8.3	Appendix 3: Covering Technical Offer.....	37
8.4	Appendix 4: Query Format .....	38
8.5	Appendix 5: Pro forma for Bid Security .....	39
8.6	Appendix 6: OEM’s Authorization Form (HP) .....	40
8.7	Appendix 7: Statement of No Deviation from Tender Terms and Conditions.....	41
8.8	Appendix 8: Non-Blacklisting Declaration form .....	42
8.9	Annexure 1: Stock of Various Items .....	44
8.10	Annexure 2: Authorization letter to attend tender opening.....	46
8.11	Annexure 3: Application form for Eligibility Bid .....	47
8.12	Annexure 4: Contract Form .....	48
8.13	Annexure 5: Statement of Availability of Stock of Various Items Quoted and Schedule of Delivery ...	50
8.14	Annexure 6: Non-Disclosure Agreement .....	52



## 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 Supply of HP Print Cartridges. This RFP contains details regarding scope, project timelines, evaluation process, terms and conditions as well as other relevant details which Bidder needs to factor while responding to this RFP.

## Definitions and Acronyms

Following terms are used in the document interchangeably to mean:

AMC	Annual Maintenance Contract
API	Application Program Interface
ATR	Acceptance Test Report
ATS	Annual Technical Support
Bidder	Single point appointed by OICL for procurement and supply of the solution, based on the bill of materials shared by OICL.
DC	Data Centre which is located at Bengaluru
DRS/DRC/DR	Disaster Recovery Site which is located in Navi-Mumbai
HO	Head Office (Head Office includes OSTC Faridabad as well)
RO	Regional Office
DO	Divisional Office
BO	Branch Office
SVC	Service Centre
EC	Extension Counter
MO	Micro Office
INR	Indian Rupees
LAN	Local Area Network
Mbps	Million Bits per Second
MS	Microsoft
NCR	National Capital Region
PO	Purchase Order
OEM	Original Equipment Manufacturer
OICL	Oriental Insurance Company Limited
OS	Operating System
RF	Radio Frequency
RFP	Request for Proposal
SOW	Scope of Work
SDK	Software Development Kit
T&C	Terms & Conditions
TCO	Total Cost of Ownership
ToR	Terms of Reference
UAT	User Acceptance Test
Vendor	Selected / Successful Bidder as an outcome of the RFP with whom OICL signs the Contract.
VSAT	Very Small Aperture Terminal



## 1 INTRODUCTION

### 1.1 About the Company

The Oriental Insurance Company Limited (OICL), a public sector undertaking dealing in non-life insurance, is ahead of its peers in the industry in adopting Information Technology. 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, Primary Data Centre (PDC) at Bengaluru and Secondary Data Centre (SDC/DR) at Navi Mumbai, 31 Regional Offices in various cities, Oriental Staff Training College (OSTC) at Faridabad and Chennai, 350+ divisional offices, 500+ branch offices, Regional Training Centers, 28 Claims Service centers, 32 TP Hubs and 900+ extension counters/micro offices geographically spread out across India. Currently head office has 6 buildings located in New Delhi along with OSTC Faridabad.

As on date, all offices of OICL are provisioned with dual active-active links using MPLS over RF, leased lines etc. Further, Roam connectivity is provided to EC's and Micro Offices. For more than a decade, OICL has leveraged information technology to serve its customers effectively. The company also has a presence in Nepal, Dubai and Kuwait.

Apart from the Core-Insurance application (INLIAS), OICL has various centralized applications like web portal, E-mail, Video Conferencing, HRMS etc. hosted at its Data Centers at Bengaluru and Navi Mumbai. These Data Centers are equipped with Rack Mounted Servers, Blade Servers, Enterprise Class Storage systems, Tape Libraries, SAN Switches, Backup Solution and other related tools and solutions.

The company has sold more than 12 million new policies in the year 2016-17. 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](http://www.orientalinsurance.org.in) for use of its customers and agents with a provision for premium calculator, payment gateway and online issue/ renewal of policies.

### 1.2 Notice inviting bids for Supply of HP Print Cartridges

The Chief Manager (IT), The Oriental Insurance Company Limited invites online bids from eligible companies / organisations/firms for empanelment of vendor for Supply of HP Print Cartridges

### 1.3 Project Objective

The Oriental Insurance Company Ltd. (OICL) envisages procurement of HP Print Cartridges to meet its business and technology requirements. OICL proposes to invite online bids from eligible Bidders for Empanelment of Vendor for Supply of HP Print Cartridges.

### 1.4 Schedule of Events

Event	Target Date
Sale of RFP Document	23 <sup>rd</sup> February 2018 to 22 <sup>nd</sup> March 2018 between 11:00 AM and 03:00 PM
Last date to send in requests for clarifications	1 <sup>st</sup> March 2018; till 5:00 PM
Pre-Bid meeting*	7 <sup>th</sup> March 2018, 03:00 PM
<b>Last date for submission of bids</b>	<b>22<sup>nd</sup> March 2018, 3:15 PM</b>
<b>Opening of pre-qualification cum Technical bid</b>	<b>22<sup>nd</sup> March 2018, 3:30 PM</b>



Event	Target Date
Declaration of Short-listing of Bidders based on pre-qualification and technical criteria	Shall be announced later
Declaration of short-list of Bidders for commercial bid	Shall be announced later
Opening of commercial bids	Shall be announced later
Declaration of L1 Bidder	Shall be announced later
Notification of Award	Shall be announced later

\*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 events or any other action related to this RFP.
- If any of the above dates is declared a holiday for OICL, the next working day will be considered. OICL reserves the right to change the dates mentioned in the RFP.

### 1.5 Availability of tender document

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

**The Oriental Insurance Company Limited  
Information Technology Department  
Head Office, "Oriental House"  
A-25/27 Asaf Ali Road, New Delhi-110002**

2. The RFP document will be available for sale at the above address on all working days from **23<sup>rd</sup> February 2018 to 22<sup>nd</sup> March 2018** between **11:00 AM to 03:00 PM** on payment of non-refundable **Tender Fee of Rs.500/- inclusive of all 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)** by crossed Demand Draft/ Banker's Pay Order in favour of "The Oriental Insurance Company Limited" payable at New Delhi.
3. Copy of Tender document will be available on our 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.



## 2 ELIGIBILITY CRITERIA

Bidders should meet the following Eligibility Criteria in order to bid for the RFP:

S.N.	Eligibility Criteria	Documents Required
1	Bidder must be a Government Organization / PSU/ PSE / partnership firm / LLP/Sole Proprietary or Limited Company	Bidder shall submit the Valid Certificate of incorporation as on the date of bid submission or Certificate from the CA/Bank Certifying that the bidder is a Sole Proprietary firm along with the Shop and establishment act certificate/ Sales Tax Copy / GST Registration Copy.
2	The Bidder should have annual turnover of more than Rs. 50 Lakhs for the last 3 financial years 2014-15, 2015-16 & 2016-17	Bidder shall submit the CA Certificate Mentioning the Annual turnover for the year 2014-15, 2015-16 & 2016-17
3	The Bidder shall furnish PAN Number and GSTIN	Copy of PAN and GSTIN Certificate
4	The Bidder should be HP Manufacturer/agents/Distributor/Dealer/Sellers of proposed Print Cartridges in Delhi.	Bidder shall submit the Performa for Authority from Manufacturer (HP)
5	Bidder shall have 2 Delhi based Clients in the category of PSUs/BFSIs/Central/State Govt Organizations with respect to Print Cartridges	Copy of original PO / Contract or Relevant credential Letter from the Client
6	The bidder should not be debarred / black listed by any Government or PSU enterprise in India as on date of the submission of RFP.	Self-Declaration on Bidder's Letterhead signed by authorized signatory.



### 3 SCOPE OF WORK

The Scope of Work includes:

- 1) Supply of Items as mentioned in the RFP at HO Office as per the timelines stipulated in Annexure 1 and vendor shall maintain adequate inventory of items
- 2) 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 otherwise 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.
- 3) 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, manufacturing fault & delivery condition. The whole consignment of items / goods supplied or any part thereof found defective/faulty 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 manufacturer's 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.
  - f) 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.
- 4) 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 OICL HO Office (A25/27 Asaf Ali Road New Delhi) and accepted, unless specified otherwise in the General Conditions of Contract.
- 5) The OICL shall promptly notify the vendor in writing of any claims arising under this warranty
- 6) 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.
- 7) 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 that the OICL may have against the vendor under the Contract.
- 8) Bidder has to supply all item that are 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. Bidder shall be fully responsible for its efficient and effective operation.
- 9) The obligations under the Warranty expressed above shall include all costs relating to labour, spares and transport charges from site to manufacturer's 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.
- 10) 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.

### **3.1 Project Timelines**

Delivery of the Goods/items shall be made by the vendor within 15 days of issuance of Order





## 4 TERMS AND CONDITIONS

### 4.1 Definitions

OICL/ PURCHASER: Shall mean The Oriental Insurance Company Limited

### 4.2 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](http://www.orientalinsurance.org.in).

- a. 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.
- b. 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.
- c. OICL reserves the right to extend the dates for submission of responses to this document.
- d. 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.
- e. 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. 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.
- f. 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.
- g. 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.
- h. 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, licenses, software, services & equipment should be passed on to OICL within the contract period.

#### 4.3 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.

#### 4.4 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.

#### 4.5 Submission of Bids

Bidders shall submit the Bids online. For details please refer RFP Section 6 – Instructions to Bidders.

#### 4.6 Pre-Bid Meeting

All queries/ requests for clarification from Bidders must reach us by e-mail ([tender@orientalinsurance.co.in](mailto:tender@orientalinsurance.co.in)) or in person before **the date and time as specified in Schedule of Events (Section 1.4)**. Format for the queries / clarification is provided in “Appendix 4 - Query Format”. No clarification or queries will be responded in any other format. OICL will respond to any request for clarification of the tender document in the pre-bid meeting to be held on **the date and time as specified in Schedule of Events**.

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.

#### 4.7 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 implementation/service/other obligations shall render the Bidder liable to any or all of the following sanctions: forfeiture of his bid 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 / installation / implementation 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 / installation / implementation, in which case the extension shall be ratified by the parties by amendment of the contract. If the Bidder’s request to delay the performance of services is not found acceptable to OICL, the above mentioned clause would be invoked.



#### **4.8 Payment terms**

100% of the Payment shall be made by the OICL only after completion of supply and acceptance of the delivered items, to the satisfaction of the OICL or any other agency nominated by OICL.

#### **4.9 Mode of Payment**

OICL shall make all payments only through Electronic Payment mechanism (viz. ECS). Bidders should invariably provide the following particulars along with their offers:

- a) Account Number and Type of Bank account (Current / Savings/Cash Credit).
- b) IFSC / NEFT Code (11 digit code) / MICR code, as applicable, along with a cancelled cheque leaf.
- c) Permanent Account Number (PAN) under Income Tax Act.
- d) GST Number.
- e) E-mail address of the Bidder / authorized official (for receiving the updates on status of payments).

#### **4.10 Currency of Payments**

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

#### **4.11 Other RFP Requirements**

Quoting multiple options for any of the line item mentioned in the Bill of Material is not allowed.



## **5 TERMS OF REFERENCE ('TOR')**

### **5.1 Contract Commitment**

OICL intends that the contract, which is contemplated herein with the Bidder, shall be for a period of one year from the date of signing of contract.

### **5.2 Completeness of Project**

The project will be deemed as incomplete if the desired objectives of the project Section 3 – Scope of Work of this document are not achieved.

### **5.3 Assignment**

OICL may assign the hardware and software 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.

### **5.4 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.

### **5.5 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

### **5.6 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.

## **5.7 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.

## **5.8 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.

## **5.9 Information Ownership**

All information processed, stored, or transmitted by Bidder equipment belongs to OICL. By having the responsibility to maintain the equipment, 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.

### **5.10 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.

### **5.11 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.

The Bidder shall adhere to the norms of Information Security guidelines laid down by OICL.

#### **5.12 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 deliver any or all of the Solution and services 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.

#### **5.13 Force Majeure**

The Bidder shall not be liable for forfeiture of his performance security/bid 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, 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.

#### **5.14 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.

#### **5.15 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.

#### **5.16 Resolution of disputes**

OICL and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of OICL and the Bidder, any disagreement or dispute arising between them under or in connection with the contract. If OICL project manager and the Bidder project manager 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.

#### **5.17 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.

#### **5.18 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)





### **5.19 Prices**

The prices quoted (as mentioned in Appendix 1- Bill of Materials submitted by the Bidder) for the solution and services shall be firm throughout the period of contract and shall not be subject to any escalation. Prices should indicate the price at OICL site.

### **5.20 Taxes & Duties**

The Prices Quoted by the bidder shall be inclusive of all the applicable taxes.

### **5.21 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.

### **5.22 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.

### **5.23 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.

### **5.24 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.

### **5.25 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.

### **5.26 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.

### **5.27 Bid Validity**





- i. Bids shall remain valid for 180 days from the date of bid submission prescribed by the OICL. The OICL may reject a bid valid for a shorter period as non-responsive.
- ii. In exceptional circumstances, the OICL may solicit the Bidder's for an extension of the period of validity. The bid and bid security provided shall be suitably extended.

#### **5.28 Performance Security**

- i. The Bid Security of the successful Bidder will remain with the OICL as performance security of the period of contract.
- ii. Failure of the successful Bidder to comply with the requirement of the 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.

#### **5.29 Liquidated Damages**

If the Bidder fails to meet the Project Timelines as per Section 3.1, OICL shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the total contract price. Once the maximum is reached, OICL may consider termination of the contract.



## 6 INSTRUCTIONS TO BIDDERS

### 6.1 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.

#### 6.1.1 Tender Bidding Methodology

Sealed Bid System.

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

1. Eligibility cum Technical Bid
2. Commercial Bid

#### 6.1.2 Offline Submissions

The Bidder is requested to submit the following documents offline in a Sealed Envelope at the address mentioned in Section 6 before the start of Public Online Tender Opening Event.

The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. Original copy of the Bid Security in the form of a Bank Guarantee/DD.
2. Original copy of the power-of-attorney

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

#### Note:

- a) The Bid shall be typed in English and signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The person(s) signing the Bids shall initial all pages of the Bids.
- b) All envelopes should be securely sealed and stamped.
- c) It is mandatory for the Bidder to quote for all the items mentioned in the RFP.

### 6.2 Bid Security

Bid Security in the form of Bank Guarantee (BG) / Bank Draft of **Rs. 50,000/- (Rupees Fifty Thousands 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 )** favouring **'The Oriental Insurance Company Ltd'** payable at New Delhi valid for 15 Months from the last date of submission of Commercial Bid should be submitted by the bidder along with the proposal.

1. BG/DD should be drawn on Nationalized / Scheduled Bank in favour of 'The Oriental Insurance Company Ltd'. Non-submission of BG along with Eligibility-Bid document will disqualify the Bidder.
2. BG/DD will be returned to the qualified Bidder after acceptance of Purchase Order and/ or Signing of the Contract(s) by the Bidder and submission of required Performance Bank Guarantee (PBG).
3. For the Bidders who do not qualify in this Tender, BG/DD will be returned after the selection of successful Bidder.



4. EMD/DD 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 Purchase Order / does not Sign the Contract within one month of issuance of purchase order after qualifying.
5. The bid security is required to protect the OICL against the risk of Bidder's conduct, which would warrant the security's forfeiture.

### **6.3 Evaluation Criteria**

The competitive bids shall be evaluated in three stages:

#### **6.3.1 Eligibility cum Technical Evaluation**

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in Section 2 - Eligibility Criteria of this document. The Bidders who meet ALL these criteria 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.

The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria bid. The Technical bids of bidders qualifying the eligibility criteria will be reviewed to determine whether the technical bids are substantially responsive. OICL may seek clarifications from any or each bidder as a part of technical evaluation. All clarifications received by within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by OICL. Bids that are not substantially responsive are liable to be disqualified at OICL'S discretion.

#### **6.3.2 Commercial Evaluation**

The commercial bids for the 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'S 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 Bidders whose bid have been determined to be substantially responsive and provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.



## 7 BID DOCUMENTS

### 7.1 Eligibility Bid Documents

Eligibility document should contain following:-

1. Compliance to Eligibility Criteria on the Bidder's letter-head along with required supporting documents as per Section 2 duly signed and stamped by the Authorized signatory.
2. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
3. EMD/DD of **Rs. 50,000/-** (Rupees Fifty Thousands 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)** in the form of form of Bank Security (BG) / Bank Draft favouring **'The Oriental Insurance Company Ltd'** payable at New Delhi valid for 15 months from the last date of submission of Commercial Bid as per Appendix-5.
4. Undertaking that the Bidder has quoted for all items and the bid validity will be for 180 days from the date of submission of commercial bid.
5. Statement of No-Deviation as per Appendix-7.
6. Non-Disclosure Agreement (Annexure 6)
7. Application Form for Eligibility Bid as per Annexure 3.
8. Confirmation of Tender Fee Submission

#### 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.



## 7.2 Technical Bid Documents

Technical Bid should contain the following:

1. 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. It should initially provide an overview of Bidder's organization and position with regards to proposed solution and professional services. A brief description of the unique qualifications of the Bidder should be included. Information provided in the Executive Summary is to be presented in a clear and concise manner.
2. Covering Technical Letter (Appendix 3), giving reference of this tender and consent for acceptance of all the Terms and Conditions of this tender.
3. Masked Commercial Bid: The Bidder should also include a replica of the final commercial bid without prices in the technical bid. "The Bidder must note that the masked commercial bid should be actual copy of the commercial bid submitted with prices masked and not copy of the Proforma/format of the Appendix 1 – Bill of Materials in the RFP."
4. Escalation Matrix for escalation purpose.
5. Statement of Availability of stock of Various Items Quoted(Annexure 5)

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.

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.

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.

## 7.3 Commercial Bid Documents

Commercial Bid should be as per the format mentioned in Appendix 1 – Bill of Materials and Appendix 2 Commercial Compliance Certificate. The Commercial Bid should give all relevant price information and should not contradict the Technical Bid in any manner. There should be no hidden costs for items quoted.

The rates quoted should be in Indian Rupees only and it should be rounded off to the nearest rupee and filled in both words and figures.



## **2. Service Level Agreement:**

The bidder is required to provide a draft SLA covering all the equipment and services supplied. The SLA must clearly mention how the commitments will be monitored and measured. The final SLA shall be drafted in consultation with OICL.

If the ordered items are not supplied within the stipulated time, OICL reserves the right to charge penalty @ 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.

Any delay by the vendor in meeting its obligations shall render the vendor liable to any or all of the following sanctions: forfeiture of its bid security/bank guarantee, imposition of liquidated damages/Penalty, and/or termination of the contract for default.

If the bidder fails to meet the stipulated timeline for 5 consecutive times, OICL reserves the right to cancel the empanelment of the bidder and forfeit the bid security.

Exclusions from downtime calculations:

- a) Scheduled downtime approved by OICL for preventive maintenance, testing, system upgrades etc.
- b) Force Majeure conditions not foreseen but mutually agreed by both parties.



## 8 APPENDIX



## 8.1 Appendix 1: Bill of Material

(Printed on Bidders Letterhead)

### LASER PRINTER TONER CARTRIDGE MODEL

Sr. No	ITEM	Printer Model	DETAIL IF ANY	COST PER PIECE
1	HP Q 2612-AF	HP LJP 1022		
2.	HP CE 278 AF	HP LJP 1566		
3.	HP CC 388 AD	HP LJP 1007		
4.	HP CB 436 AF	HP LJP 1505		

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

Sr. No.	ITEM	DETAIL IF ANY	COST PER PIECE
5.	HP Q 5950 A Black		
6.	HP Q 5951 A Cyan		
7.	HP Q 5952 A Yellow		
8.	HP Q 5953 A Magenta		

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

Sr. No.	ITEM	DETAIL IF ANY	COST PER PIECE
9.	HP CE 320 A		
10	HP CE 321 A		
11.	HP CE 322 A		
12.	HP CE 323 A		





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

Sr. No.	ITEM	DETAIL IF ANY	COST PER PIECE
13.	HP CB 540 A		
14.	HP CB 541 A		
15.	HP CB 542 A		
16.	HP CB 543 A		

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

Sr. No.	ITEM	DETAIL IF ANY	COST PER PIECE
17.	HP CF 210 A		
18.	HP CF 211 A		
19.	HP CF 212 A		
20.	HP CF 213 A		

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

Sr. No.	ITEM	DETAIL IF ANY	COST PER PIECE
21.	HP CN 045 AA		
22.	HP CN 046 AA		
23.	HP CN 047 AA		
24.	HP CN 048 AA		



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

Sr. No.	ITEM	DETAIL IF ANY	COST PER PIECE
25.	HP CE 250 A		
26.	HP CE 251 A		
27.	HP CE 252 A		
28.	HP CE 253 A		

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

Sr. No.	ITEM	DETAIL IF ANY	COST PER PIECE
29.	HP CF 350 A		
30.	HP CF 351 A		
31.	HP CF 352 A		
32.	HP CF 353 A		

**LASER PRINTER TONER CARTRIDGE MODEL (Model: HP LJP Pro M203d)**

Sr. No	ITEM	DETAIL IF ANY	COST PER PIECE
33.	HP CF 230 A		
34.	HP CF 230 X		



**LASERJET PRINTER IMAGING DRUM MODEL (Model: HP LJP Pro M203d)**

Sr. No	ITEM	DETAIL IF ANY	COST PER PIECE
35.	HP CF 232 A		

\* The prices quoted are inclusive of all charges i.e. delivery charges etc. at OICL HO Office (A25/27 Asaf Ali Road New Delhi). Taxes as applicable will be paid by OICL on actuals.

Total Cost in figures: \_\_\_\_\_  
Total Cost in Words: \_\_\_\_\_

**Grand Total in Words – (Rupees.....)**

Note:

1. Bidder should strictly follow the format given in Table.
2. 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. The Bidder is responsible for all the arithmetic computation and price flows. OICL is not responsible for any errors.

Name of the Authorized Signatory:

Signature & Stamp:



## 8.2 Appendix 2: Commercial Compliance Certificate

<To be submitted on bidder's letterhead>

To,

The Chief Manager,  
IT Department,  
Head Office, New Delhi

Dear Sir,

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and work as vendors as mentioned in the RFP document & in conformity with the said bidding documents for the same.

I / We undertake that the prices are in conformity with the specifications prescribed.

I / We agree to abide by this bid for a period of 180 (One Hundred and eighty days only) days from the last date of bid submission and it shall remain binding upon us and may be accepted by the OICL, any time before the expiry of this period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We understand that you are not bound to accept the lowest or any bid you may receive. I / We agree to the terms & conditions mentioned in the Tender document.

Terms & Conditions:

- The prices quoted are inclusive of all charges i.e. delivery charges etc. at OICL HO Office (A25/27 Asaf Ali Road New Delhi). Taxes as applicable will be paid by OICL on actuals.
- Further, we confirm that we will abide by all the terms and conditions, scope and SLA mentioned in the Request for Proposal document and subsequent corrigendums.
- Fee is payable only on actual availing of services/items and no minimum or fixed fees are payable.

Place:

Date:

Seal & Signature of the Bidder

-----

Note:

- The Vendor will have to work as per the timing of the OICL



### 8.3 Appendix 3: Covering Technical Offer

To,

The Chief Manager,  
IT Department,  
Head Office, New Delhi

Dear Sir,

1. Having examined the Scope Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply and deliver all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your company in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.
3. We agree to abide by this Scope Offer for 180 days after the last date of submission of commercial bid and our Offer shall remain binding on us and may be accepted by OICL any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have provided all the information requested by OICL in the format requested for. We also understand that OICL has the exclusive right to reject this offer in case OICL is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by .....20

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

Signature and Seal of the Bidder



#### 8.4 Appendix 4: Query Format

S.N.	Page No.	Point / Section #	Existing Clause	Query Sought
1				
2				
3				
4				
5				



**8.5 Appendix 5: Pro forma for Bid Security**

To: (Name of Purchaser)

Whereas \_\_\_\_\_ (hereinafter called 'the Bidder') has submitted its bid dated \_\_\_\_\_ for the \_\_\_\_\_. (hereinafter called "the Bid").

KNOW ALL MEN by these presents that WE \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto The Oriental Insurance Company Limited (hereinafter called "the Purchaser") in the sum of Rupees \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

The Conditions of this obligation are:

If the Bidder withdraws his bid during the period of bid validity specified by the bidder in the bid; or

If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity

- i. fails or refuses to execute the Contract Form, if required; or
- ii. fails to perform the obligation , in accordance with the RFP; or
- iii. fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidder.

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

This guarantee will remain in force up to 15 Months from the date of bid submission, and any demand in respect thereof should reach the Bank not later than the above date.

Dated this.....day of.....

Place: \_\_\_\_\_

Date: Seal and signature of the vendor



**8.6 Appendix 6: OEM’s Authorization Form (HP)**

To,

The Chief Manager,  
IT Department,  
Head Office, New Delhi

**Tender Ref. No. OICL/HO/ITD/CC/2018/01 Dated 23/02/2018**

Dear Sir,

We \_\_\_\_\_ an established and reputable manufacturers of  
\_\_\_\_\_ Items of HP 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,

For and on behalf of M/s \_\_\_\_\_ (Name of the manufacturer)

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

Company Seal





### 8.7 Appendix 7: Statement of No Deviation from Tender Terms and Conditions

To,  
The Chief Manager,  
IT Department,  
Head Office, New Delhi

**Tender Ref. No. OICL/HO/ITD/CC/2018/01 Dated 23/02/2018**

Dear Sir,

There are no deviations (null deviations) from the terms and conditions of the tender. All the terms and conditions, Scope of Work and SLA of the tender are acceptable to us.

Yours faithfully,

For and on behalf of M/s \_\_\_\_\_ (Name of the manufacturer)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

**Company Seal**



### **8.8 Appendix 8: Non-Blacklisting Declaration form**

To,  
The Chief Manager,  
IT Department,  
Head Office, New Delhi

**Tender Ref. No. OICL/HO/ITD/CC/2018/01 Dated 23/02/2018**

Dear Sir /Madam,

With reference to your above referred tender regarding supply of HP Cartridges, we hereby confirm that we are not debarred / black listed by any Government or PSU enterprise in India as on date of the submission of RFP.

Authorized Signatory

Name:

(Stamp)

Date:

Place:



### 3. Annexure

This Page is  
Intentionally  
Left blank



### 8.9 Annexure 1: Stock of Various Items

S. No.	Item	Quantity
1.	HP Toner Cartridge 2612-AF	70
2.	HP Toner Cartridge CE 278 AF	100
3.	HP Toner Cartridge CC 388 AD	160
4.	HP Toner Cartridge CB 436 AF	10
5.	HP Toner Cartridge 5950 AC-Black	5
6.	HP Toner Cartridge 5951 AC -Cyan	5
7.	HP Toner Cartridge 5952 AC - Yellow	5
8.	HP Toner Cartridge 5953 AC - Magenta	5
9.	HP Toner Cartridge CE 320 A	5
10.	HP Toner Cartridge CE 321 A	5
11.	HP Toner Cartridge CE 322 A	5
12.	HP Toner Cartridge CE 323 A	5
13.	HP Toner Cartridge CB 540 A	5
14.	HP Toner Cartridge CB 541 A	5
15.	HP Toner Cartridge CB 542 A	5
16.	HP Toner Cartridge CB 543 A	5
17.	HP Toner Cartridge CF 210 A	5
18.	HP Toner Cartridge CF 211 A	5
19.	HP Toner Cartridge CF 212 A	5



S. No.	Item	Quantity
20.	HP Toner Cartridge CF 213 A	5
21.	HP InkJet Cartridge CN 045 AA	5
22.	HP InkJet Cartridge CN 046 AA	5
23.	HP InkJet Cartridge CN 047 AA	5
24.	HP InkJet Cartridge CN 048 AA	5
25.	HP Toner Cartridge CE 250 A	5
26.	HP Toner Cartridge CE 251 A	5
27.	HP Toner Cartridge CE 252 A	5
28.	HP Toner Cartridge CE 253 A	5
29.	HP Toner Cartridge CF 350 A	7
30.	HP Toner Cartridge CF 351 A	7
31.	HP Toner Cartridge CF 352 A	7
32.	HP Toner Cartridge CF 353 A	7
33.	HP Toner Cartridge CF 230A	50
34.	HP Toner Cartridge CF 230 X	70
35.	HP Laserjet Imaging Drum CF 232A	50

\*The requirement mentioned above is notional value for use in HO building. Exact quantity will be ordered in parts as per OICL's requirement over the period of contract / agreement. OICL will procure the items on Pro rata basis during the contract period.



**8.10 Annexure 2: Authorization letter to attend tender opening**

To,  
The Chief Manager,  
IT Department,  
Head Office, New Delhi

Dear Sir,

**Tender Ref. No. OICL/HO/ITD/CC/2018/01 Dated 23/02/2018**

Mr. /Ms..... has been authorized to be present at the time of opening of above tender due on ..... at ..... on my/our behalf.

Yours faithfully

Signature of Bidder

Note: Authorization should be on the letterhead of the concerned Bidder and should be signed by Authorized Signatory to bind the Bidder.



**8.11 Annexure 3: Application form for Eligibility Bid**

To,  
The Chief Manager,  
IT Department,  
Head Office, New Delhi

**Application form for the Eligibility of the Bidder**

**Tender Ref. No. OICL/HO/ITD/CC/2018/01 Dated 23/02/2018**

**Company Details**

1	Registered Name, Date and Address of The Bidder.	
2	Location of Corporate Headquarters.	
3	Address for Communication	
4	Contact Person 1 (Name, Designation, Phone, Email ID)	
5	Contact Person 2 (Name, Designation, Phone, Email ID)	

**Turnover and Net worth**

Financial Year	Turnover (Rs. In Crores)
2014-15	
2015-16	
2016-17	

**Details of EMD (BG/Demand Draft)**

Description	Rs. 50,000/- BG/Demand Draft towards EMD

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

(Company Seal)



**8.12 Annexure 4: Contract Form**

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

WHEREAS the Purchaser is desirous that certain software and services should be provided by the Bidder viz., \_\_\_\_\_ and has accepted a bid by the Bidder for the supply of those software and 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.

- The Tender Document Ref. No. OICL/HO/ITD/CC/2018/01 Dated 23/02/2018 and subsequent clarifications
- The Schedule of Requirements and the Requirement Specifications
- The Service Level Agreement
- The General Conditions of Contract
- The Purchaser’s Notification of Award

In consideration of the payments to be made by the Purchaser to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the purchaser to provide the hardware, associated software, and services and to remedy defects therein the conformity in all respects with the provisions of the contract.

The purchaser hereby covenants to pay the Bidder in consideration of the provision of the hardware, associated software, and 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 Bidder, are as under:**

Item No.	Description of the Item	Quantity	Price per Unit*	Total Price	Payment Terms

\* Break-up would be as per commercial bid format

**Total Value:** \_\_\_\_\_

**Delivery Schedule:** \_\_\_\_\_





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 it's  
constituted Attorney**

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

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_

**Company Seal  
Witness I**

**Company Seal  
Witness II**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_



**8.13 Annexure 5: Statement of Availability of Stock of Various Items Quoted and Schedule of Delivery**

<b>S. No.</b>	<b>Item</b>	<b>Details</b>	<b>Quoted Yes/No (<i>Please Don't Indicate Price here</i>)</b>
1.	HP Toner Cartridge 2612-AF		
2.	HP Toner Cartridge CE 278 AF		
3.	HP Toner Cartridge CC 388 AD		
4.	HP Toner Cartridge CB 436 AF		
5.	HP Toner Cartridge 5950 AC-Black		
6.	HP Toner Cartridge 5951 AC -Cyan		
7.	HP Toner Cartridge 5952 AC - Yellow		
8.	HP Toner Cartridge 5953 AC - Magenta		
9.	HP Toner Cartridge CE 320 A		
10.	HP Toner Cartridge CE 321 A		
11.	HP Toner Cartridge CE 322 A		
12.	HP Toner Cartridge CE 323 A		
13.	HP Toner Cartridge CB 540 A		
14.	HP Toner Cartridge CB 541 A		
15.	HP Toner Cartridge CB 542 A		
16.	HP Toner Cartridge CB 543 A		
17.	HP Toner Cartridge CF 210 A		
18.	HP Toner Cartridge CF 211 A		



S. No.	Item	Details	Quoted Yes/No <i>(Please Don't Indicate Price here)</i>
19.	HP Toner Cartridge CF 212 A		
20.	HP Toner Cartridge CF 213 A		
21.	HP InkJet Cartridge CN 045 AA		
22.	HP InkJet Cartridge CN 046 AA		
23.	HP InkJet Cartridge CN 047 AA		
24.	HP InkJet Cartridge CN 048 AA		
25.	HP Toner Cartridge CE 250 A		
26.	HP Toner Cartridge CE 251 A		
27.	HP Toner Cartridge CE 252 A		
28.	HP Toner Cartridge CE 253 A		
29.	HP Toner Cartridge CF 350 A		
30.	HP Toner Cartridge CF 351 A		
31.	HP Toner Cartridge CF 352 A		
32.	HP Toner Cartridge CF 353 A		
33.	HP Toner Cartridge CF 230 A		
34.	HP Toner Cartridge CF 230 X		
35.	HP Laserjet Imaging Drum CF 232 A		



## 8.14 Annexure 6: Non-Disclosure Agreement

(On Rs.100 Non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at..... This .....day 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 headquarter 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 Queue Management System.
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 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 Bangalore 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 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, 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)





-----End of Document-----