

TENDER DOCUMENT

FOR EMPANELMENT OF FIRMS FOR

PROVIDING COURIER SERVICES

THE ORIENTAL INSURANCE COMPANY LIMITED
ORIENTAL HOUSE, A-25/27, ASAF ALI ROAD, NEW DELHI.

TELEPHONE NO. : 011-43659435.

CIN NO. : U66010DL1947GOI007158

(Tender Documents consists of 26 Pages)

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NOTICE INVITING TENDER FOR EMPANELMENT OF FIRMS
FOR PROVIDING COURIER SERVICES

We are one of the Non-Life Public Sector Insurance Company having its Head Office at Oriental House, A-25/27, Asaf Ali Road, New Delhi. Chief Manager, Establishment Department, The Oriental Insurance Company Limited, invites Sealed Tenders on '**Two Bid System**' as mentioned hereunder in the attached prescribed format from reputed firms/establishments having adequate experience in the field of providing courier services on contract basis.

Interested firms/establishments may submit bids **in two separate envelopes** duly super-scribed as "**Technical Bid**" and "**Financial Bid**". Both these bids should be put in **one big envelope super-scribed "TENDER FOR EMPANELMENT OF FIRMS FOR PROVIDING COURIER SERVICES"**. The Bidder/Tenderer is requested to sign all the papers comprising Technical Bid, Financial Bid and all the Annexures attached.

The Bidder/Tenderer is requested to quote rates in the 'Financial Bid' keeping in view the terms and conditions of this Tender Document and the tender is liable to be rejected if any change in the terms and conditions is proposed. The Bidder/Tenderer has to submit Earnest Money Deposit of Rs. 10,000/- through Demand Draft only (payment by cheque or any other mode is not acceptable) in favour of "The Oriental Insurance Company Limited" payable at New Delhi along with the Technical Bid. Tenders without the Earnest Money Deposit (Demand Draft Only) will be deemed rejected.

Interested firms/establishments can obtain the detailed Tender Document, containing detailed Terms and Conditions, Eligibility Criteria, Technical Bid, Financial Bid and Annexures to be attached with bids, against a written request on their own letter head from the Office of Chief Manager, The Oriental Insurance Company Limited, Oriental House, A-25/27, Asaf Ali Road, New Delhi, along with Cash payment / submission of a non-refundable Demand Draft only of Rs. 500/- (Rupees Five Hundred Only) drawn on any Nationalized / Scheduled Bank in favour of "The Oriental Insurance Company Limited" payable at New Delhi on all working days (Monday to Friday) between 10.00 A. M. to 3.30 P. M. The time schedule of tendering is specified below :-

1	Issue of Tender Document	From 07/01/2015 to 16/01/2015 between 11.00 AM to 4.00 PM on all working days (Monday to Friday).
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2	Tender Document Fee (Non-refundable)	Rs. 500/- (Rupees Five Hundred Only).
3	Last Date and Time for submission of Tender	19/01/2015 upto 4.00 PM.
4	Date and Time of opening of Technical Bid.	20/01/2015 at 11.00 AM.
5	Date and Time of opening of Financial Bid.	Will be intimated to the Technically qualifying bidders at a later date.
6	Earnest Money Deposit (EMD).	Through Demand Draft only of Rs.10000/- (Rupees Ten Thousand Only) to be placed in the sealed Envelope of “Technical Bid”. Payment of E.M.D. Through any other mode is not acceptable.

The Tender Document can also be downloaded from the website www.orientalinsurance.org.in and the same will be accepted along with the Tender Fee of Rs. 500/- (Rupees Five Hundred Only) through a separate Demand Draft Only drawn on any Nationalized / Scheduled Bank favouring “The Oriental Insurance Company Limited payable at New Delhi which is required to be placed in the envelope containing Technical Bid.

All amendments/information with respect to this Tender will be unloaded on the Company's Website www.orientalinsurance.org.in and notice thereof will not be published in any newspaper. All Tenderers are, therefore, advised to visit the website regularly for updates.

Chief Manager, Establishment Department, The Oriental Insurance Company Limited, reserves the right to reject all or any Tender without assigning any reason, whatsoever.

(A. R. JOSHI)
CHIEF MANAGER

THE ORIENTAL INSURANCE COMPANY LIMITED
A-25/27, ASAF ALI ROAD, NEW DELHI.
TELEPHONE NO. : 011-43659435
CIN NO. : U66010DL1947GOI007158

ELIGIBILITY CRITERIA

1. The Bidder/Tenderer should be based at Delhi/NCR and operating their business from Delhi/NCR. **Attach photo-copy of proof.**
2. The Bidder/Tenderer should have a proper established office premises having necessary infra-structure and sufficient man-power on its rolls so as to provide immediate, satisfactory and efficient courier services. Tenders received from Firms/establishments operating from residential premises and not having proper established office premises having necessary infra-structure and manpower on its rolls will not be accepted and will be treated as rejected.
3. The Bidder/Tenderer are hereby informed that the company will arrange inspection of the office premises of Bidder/Tenderer through a Committee of Officials of the Company and/or through an Investigator appointed for the purpose to verify the existence of firm/establishment, infra-structure facility and status of the firm/establishment so as to take a decision about the qualification of Technical Bids of Bidder/Tenderer. The decision of Chief Manager, Establishment Deptt., The Oriental Insurance Company Limited, in this regard shall be final and binding on the Tenderers.
4. The Bidder/Tenderer **should have a minimum experience of Three years in the field of providing courier services** to reputed clients including Govt. Deptt./PSUs. **Attach photo-copy of proof.**
5. The Bidder/Tenderer should have a valid PAN Number issued by Income Tax Authority. **Attach photo-copy of PAN Card.**
6. The Bidder/Tenderer should be registered with Service Tax Authority and should have a valid Service Tax Number issued by Service Tax Authority. **Attach photo-copy of Service Tax Registration Certificat**
7. The Bidder/Tenderer should have rendered satisfactory courier services to **atleast two** Public Sector Insurance Company / Public Sector Bank / Central or State Government Undertaking / Autonomous Institute / Corporate Establishment of repute having minimum paid-up capital of Rs. 10 Lacs during the last three years. **Attach Certificate of Experience and Satisfactory Completion of work awarded from concerned Establishments / Companies.**

8. The Bidder/Tenderer should have a On-line Developed Consignment Tracking Software available on its Official Website so as to enable the Company to track status, date and time of delivery of each consignments handed over for delivery to the Bidder/Tenderer. Soft copy of Daily Feedback of deliveries/status of consignments will be required to be submitted by the Bidder/Tenderer.
9. The Bidder/Tenderer should furnish List of Clients to whom satisfactory courier services are given by them **during the last three financial years i.e. 2011-12, 2012-13 and 2013-14. Attach Certificates from concerned Clients/Companies.**
10. The Bidder/Tenderer should have **minimum average annual turn-over of Rs. 10 Lacs** during the last three financial years i.e. **2011-12, 2012-13 and 2013-14. Attach Certificate from Chartered Accountant in this regard.**
11. The Tenders from Individual / Firm / Organization including its Partners / Shareholders / Directors who have been blacklisted / prosecuted by any departments / statutory bodies in any State or by any Court of Law, shall not be entertained.
12. The tenders (directly or indirectly) from any firm/establishment whose services have not been found satisfactory by OICL authorities earlier shall not be entertained.
13. The Tenders from Bidders who's Technical Bid(s) were earlier rejected by OICL on account of fake supporting documents etc. shall not be entertained.

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TERMS AND CONDITIONS AND INSTRUCTIONS FOR BIDDERS

1. The Tenders/Bids shall be valid for a period of **atleast two months from the date of opening of tenders.**
2. The Tenders are invited on **“Two Bid System”** i.e. Technical Bid and Financial Bid. The Bidder/Tenderer is required to put Technical Bid in sealed Envelope No. 1 along with documents and Financial Bid in sealed Envelope No. 2. The Bidder/Tenderer is required to clearly indicate on these sealed envelopes their name, address and contact details.
3. Both the sealed envelopes i.e. **Envelope No. 1 “Technical Bid”** and **Envelope No. 2 “Financial Bid”** should be kept in a big **Envelope No. 3**. This sealed envelope superscribed as **“TENDER FOR EMPANELMENT OF FIRMS FOR PORVIDING COURIER SERVICES”** addressed to Shri A. R. Joshi, Chief Manager, Establishment Deptt., The Oriental Insurance Company Limited, Oriental House, A-25/27, Asaf Ali Road, New Delhi, shall be deposited in the Tender Box placed at Establishment Deptt. on or before **19/01/2015 by 4.00 PM.**
4. The Tenderer/Bidder has to submit Earnest Money of Rs. 10,000/- through Demand Draft only (**payment through cheque or any other mode is not acceptable**) in favour of **“The Oriental Insurance Company Limited”** payable at New Delhi along with the Technical Bid. Tenders without the Earnest Money Deposit will be deemed rejected.
5. The Earnest Money shall be forfeited if the Tenderer withdraws his Tender during the period of Tender Validity. The Earnest Money will also be forfeited if in the case of the successful Tenderer, the Tenderer fails to comply with all the terms and conditions of the Tender Document.
6. All the copies of the documents mentioned in the Eligibility Criteria, Technical Bid, **Annexures I to V** and other necessary documents are required to be attached with the **“Technical Bid”** to be eligible for opening of **“Financial Bid”** as these documents will help in evaluating the Technical Bid of the Tenderer.
7. Earnest Money Deposit of unsuccessful Tenderer/Bidders will be refunded within 30 days from the date of opening of tenders except of the qualified bidder.

- 8.** Unsealed tenders will not be accepted. The tender received in any manner other than prescribed above shall be summarily rejected. Any tender received after the scheduled date and time shall not be considered. The Company will not accept any responsibility for the tenders lost in transit or delivered elsewhere and as such the tenders lost in transit or delivered elsewhere will not be considered and treated as rejected.
- 9.** At first instance only “Technical Bid” will be opened on the scheduled date and time given in the “Notice inviting Tender”. The Technical Bids will then be evaluated on the basis of documents/information furnished and eligibility criteria. The company will arrange inspection the office premises of Bidder/Tenderer through a Committee of Officials of the Company and/or through an Investigator appointed for the purpose to verify the existence of firm/establishment, infrastructure facility and status of the firm/establishment to take a decision about the qualification of Technical Bids. The decision of Chief Manager, Establishment Deptt., The Oriental Insurance Company Limited, in this regard shall be final and binding on the Tenderers.
- 10.** The Tenderer/Bidder who will qualify in the “Technical Bid” will only be eligible for opening of their “Financial Bid”. The date and time of opening of “Financial Bid” shall be intimated to individual qualified bidders.
- 11.** All over-writings/corrections should be duly signed by the Tenderer/Bidder.
- 12.** Each Tenderer/Bidder will submit only one tender either by himself or as a partner in joint venture/firm/company.
- 13.** Convassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of Land. Such action will result in the rejection of bid, in addition to other punitive measures.
- 14.** Tenders/Bids must be received by/submitted to Chief Manager, Establishment Department, The Oriental Insurance Company Limited, Oriental House, A-25/27, Asaf Ali Road, New Delhi, by the date and time stipulated in the Notice Inviting Tender. The Company may, at its discretion, extend the deadline for submission of Tenders/Bids in which case all rights and obligations of the Company and the Tenderer/Bidder will be the same. The information thereof will be available on the Company's Website and Notice thereof will not be published in any newspaper. All Tenderers/Bidders are, therefore, advised to visit the website regularly for updates.
- 15.** The Contract with the Bidder/Tenderer can be cancelled by the Company by giving one month's notice in writing without assigning any reason, whatsoever.

16. In case the Bidder/Tenderer desires to cancel the contract, he is required to give three months notice in writing to the Company otherwise the Security Deposit lying with the company will be forfeited and not refunded.
17. The Bidder/Tenderer is required to sign an Agreement (enclosed as Annexure VI) with the Company containing various terms and conditions and penalty clause
18. Chief Manager, Establishment Department, The Oriental Insurance Company Limited, New Delhi, reserves the right to reject/cancel any or all the tenders without assigning any reason, whatsoever.

(A. R. JOSHI)
CHIEF MANAGER

THE ORIENTAL INSURANCE COMPANY LIMITED

A-25/27, ASAF ALI ROAD, NEW DELHI.

TELEPHONE NO. : 011-43659435

CIN NO. : U66010DL1947GOI007158

SCOPE OF SERVICES AND PAYMENT TERMS AND CONDITIONS

1. The Bidder/Tenderer is required to provide the courier services for a **initial period of two years**. However, the contract for providing courier services can be **renewed thereafter on two-year basis by increasing the existing rates/rates quoted by the tenderer/bidder by 10%** subject to the condition that the courier services provided by the Bidder/Tenderer during the contract period is found satisfactory.
2. The Bidder/Tenderer will arrange to collect courier letters/packages twice daily i.e. At 11.00 AM and 4.30 PM on every working day from all departments of the company located at various units of Head Office in Delhi/New Delhi areas. The addresses of various units of Head Office located in Delhi/New Delhi area will be provided to empanelled courier firms.
3. The Bidder/Tenderer will arrange **delivery of courier letters/packages** handed over to them by the various departments of the company to the destination **within 24 hours in Metro Cities and NCR and 48 hours in other cities from the date of receipt of courier letters/packages**.
4. The Bidder/Tenderer is required to submit PODs of the letters/packages collected from the various departments as proof of delivery of letter/package within seven days from the date of collection of letter/package to the respective departments of the company for record/verification. In the event of non-submission of PODs for the courier/packages sent, no payment will be made to the Bidder/Tenderer.
5. The Bidder/Tenderer will submit monthly bills to each department for the letters/packages received from them for courier along with PODs for verification and certification of amount payable as per approved rates. The bills duly verified/ certified and indicating the amount payable as per approved rates by the respective department will then be submitted to Chief Manager, Establishment Department, Head Office, A-25/27, Asaf Ali Road, New Delhi, for release of payment.
6. The Bidder/Tenderer is required to deposit Service Tax with the respective authorities and keep record of the same.

7. The Bidder/Tenderer should have a On-line Developed Consignment Tracking Software available on its Official Website so as to enable the Company to track status, date and time of delivery of each consignments handed over for delivery to the Bidder/Tenderer. Soft copy of Daily Feedback of deliveries/status of consignments will be required to be submitted by the Bidder/Tenderer.
8. The Bidder/Tenderer on empanelment by the company is/are required to **deposit an amount of Rs. 25,000/- (Rupees Twenty Five Thousand Only) as Security Deposit** with the Company. This deposit will remain with the Company during the currency of the contract and no interest shall be paid on this amount.
9. The Bidder/Tender is required to **sign an Agreement** containing detailed terms and condition and penalty clause in case the Bidder/Tenderer fails to deliver the courier within the specified time. The specimen of the **Agreement is enclosed as Annexure VI of the Tender Document.**

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'TECHNICAL BID'

The Bidder is requested to furnish the following information.

SL. NO.	DESCRIPTION	PARTICULARS
1	Name of the Firm / Establishment.	
2	Registered Address of the Firm / Establishment.	
3	Number of Branch Office of the Firm/Establishment in India. Attach list of offices along with its addresses.	
4	Number of Franchise of Firm / Establishment. Attach list of Franchises with its addresses.	
5	Year of Establishment	
6	Whether the Firm / Establishment is proprietorship / partnership / Pvt. Ltd. Or Public Limited Company. Attach self attested copy of document with Registration No.	
7	(A) Name of authorised contact person. (B) Mobile / Landline Number (C) Fax Number (D) E-mail ID	<hr/> <hr/> <hr/> <hr/>

8	PAN Number of the Firm / Establishment. Attach Self-attested photo-copy of the PAN Card.	
9	Experience in the field of providing courier service on Contract Basis. Attach Certificate of Experience and Satisfactory Completion of work awarded from Govt. Establishments / PSU / Companies.	
10	Bank Account Details of the Firm (A) Bank Account No. (B) Bank Name and Address (B) IFSC Code (C) MICR Code. Attach photo-copy of cancelled cheque.	
11	List of existing Clients along with proof which should include atleast two Government / Public Sector Undertaking or any Private Company having minimum Rs. 10 Lacs paid-up capital during the last three financial years i.e. 2011-12, 2012-13 and 2013-14. Attach Certificate from clients / organisations.	
12	The Tenderer should have minimum average annual turn-over of Rs. 10 Lacs for the last three financial years i.e. 2011-12, 2012-13 & 2013-14. Attach Certificate from Chartered Accountant in this regard.	

13	Whether the Firm/Establishment have a Online Developed Software for tracking consignments. If yes, details thereof like Website address etc.	
14	Enclose Demand Draft only of Rs. 10000/- as “Earnest Money Deposit”. Payment through cheque or any other mode is not acceptable.	Demand Draft No. _____ Date of Demand Draft _____ Demand Draft Amount _____ Bank Name _____
15	Enclose Demand Draft only of Rs. 500/- as “Tender Fee” in case Tender Document is downloaded from our Website. Payment through cheque or any other mode is not acceptable.	Demand Draft No. _____ Date of Demand Draft _____ Demand Draft Amount _____ Bank Name _____

SIGNATURE WITH STAMP : _____

NAME OF FIRM : _____

NAME OF AUTHORISED PERSON : _____

CONTACT NUMBER : _____

E-mail ID : _____

DATE : _____

ANNEXURE I

CHECK-LIST OF DOCUMENTS PLACED IN TECHNICAL BID

Sr. No.	DOCUMENTS TO BE ATTACHED WITH TECHNICAL BID	YES	NO
1	Earnest Money Deposit (E.M.D.) of Rs. 10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft only (payment through cheque or any other mode is not acceptable) issued by any scheduled commercial bank in favour of “The Oriental Insurance Company Limited” payable at New Delhi.		
2	Tender Fee of Rs. 500/- (Rupees Five Hundred Only) in the form of Demand Draft only in case the Tender Document is downloaded from Company's Website (payment through cheque or any other mode is not acceptable) issued by any scheduled commercial bank in favour of “The Oriental Insurance Company Limited” payable at New Delhi.		
3	Proof of the Tenderer/Bidder being based in Delhi / New Delhi and their operation in these areas. Attach self-attested copy of proof.		
4	Tenderer/Bidder self-attested copy of the PAN Card issued by the Income Tax Department.		
5	Tenderer/Bidder self-attested copy of Service Tax Registration along with Service Tax Registration Number.		
6	Copies of Experience Certificate of minimum 05 (five) years in the field providing courier services issued by clients / organisations. Attach photo-copy of proof.		
7	The Tender should have rendered similar satisfactory services to atleast two Public Sector Insurance Company / Public Sector Bank / Central or State Government Undertaking / Autonomous Institute / Corporate Establishment of repute during the last due years. Attach Certificate of Experience and Satisfactory Completion of work awarded from concerned Establishments /Companies.		
8	Non-relationship Certificate for participation of near relative of employee in the Tender as per Annexure II.		

9	List of existing Clients along with proof which should include Government / Public Sector Undertaking or any Private Company having minimum Rs. 10 Lacs paid-up capital during the last three financial years i.e. 2011-12, 2012-13 and 2013-14. Attach Certificate from clients / organisations as per Annexure III.		
10	The Tenderer/Bidder should have minimum average annual turn-over of Rs. 10 Lacs for the last three financial years i.e. 2011-12, 2012-13 and 2013-14. Attach Certificate from Chartered Accountant as per Annexure IV.		
11	Tenderer/Bidder self-attested copy of Registered Partnership Deed / Certificate of Incorporation and Registration Certificate of the Firm / Company.		
12	Acceptance Letter duly signed and stamped by authorised official of Bidder / Tenderer as per format enclosed as Annexure V.		
13	List of Branch Offices of Firm/Establishment in India along with their addresses and contact numbers.		
14	List of Franchises of Firm/Establishment in India along with their addresses and contact numbers.		
15	Attach details of having a fully developed consignment tracking software system of the firm/establishment.		

SIGNATURE WITH STAMP : _____

NAME OF FIRM : _____

NAME OF AUTHORISED PERSON : _____

CONTACT NUMBER : _____

E-mail ID : _____

DATE : _____

ANNEXURE II

FORMAT OF NON-RELATIONSHIP CERTIFICATE

I / We / Our organization, _____
including our Partners / Share-holders / Directors hereby certify that none of my / our
relative(s) is / are employed in The Oriental Insurance Company Limited.

In case at any stage, if it is found that the information given by me / us is false / incorrect,
The Oriental Insurance Company Limited shall have the absolute right to take any action
as deemed fit without any prior intimation to me / us.

Signature of the Tenderer with Seal _____

Name of the Tenderer _____

Date _____

ANNEXURE III

LIST OF PRESENT AND PAST CLIENTS DURING LAST THREE YEARS.

(Please give complete details as per the following format along with the Experience Certificate issued by clients/organisations. The information provided in this regard will facilitate evaluation of Technical Bid).

Sl. No	Name of the Organisation with complete postal address mentioning Pvt.Sector/ Govt Body / PSU / Public Limited Company.	Name and Designation of the Contract Person with Telephone No. / Mobile No. / E-mail ID.	Period for which contract was awarded.	Nature of Work	Annual Turnover

SIGNATURE WITH STAMP : _____

NAME OF FIRM / TRAVEL AGENT : _____

NAME OF AUTHORISED PERSON : _____

CONTACT NUMBER : _____

E-mail ID : _____

DATE : _____

ANNEXURE IV

**CERTIFICATE REGARDING TURN-OVER OF TENDERER
DURING THE LAST THREE FINANCIAL YEARS**

I / We, M/s _____, the tenderer for appointment of Consultant for Fire Safety Audit and other related jobs as mentioned in the Tender Document, hereby confirm that the average total turn-over of the firm/company during the last three financial years i.e. 2011-12, 2012-13 and 2013-14 is more than Rs. 10 Lacs. The financial year-wise break-up is given below :-

S.NO.	FINANCIAL YEAR	ANNUAL TURN-OVER FOR THE YEAR
1	2011 - 12	Rs. _____
2	2012 - 13	Rs. _____
3	2013 - 14	Rs. _____

SIGNATURE & SEAL OF THE TENDERER

CERTIFICATE BY CHARTERED ACCOUNTANT

I / We, _____, Chartered Accountants, certify that the figures regarding Annual Turnover for the years mentioned above in respect of M/s. _____ are true as per their Books of Accounts and other related records.

SIGNATURE & SEAL OF THE CHARTERED ACCOUNTANT

ANNEXURE V

ACCEPTANCE LETTER

To,

The Oriental Insurance Company Limited,
A – 25/27, Asaf Ali Road, Oriental House,
New Delhi – 110 002.

Dear Sir,

Re: Acceptance of The Oriental Insurance Company Limited Tender Conditions.

The tender document for empanelment of firms for providing Courier Services floated by The Oriental Insurance Company Limited have been purchased / downloaded through their Website by me / us. I / We have gone through and read the entire terms and conditions and scope of services of the tender document of The Oriental Insurance Company Limited, A-25/27, Asaf Ali Road, New Delhi and I / We shall abide by the conditions/clauses contained in the tender document. In case any provision of the tender is found violated, I / We agree that the tender shall be liable to be rejected and The Oriental Insurance Company Limited shall without prejudice to any other right or remedy will be at liberty for forfeit the Earnest Money absolutely deposited by me / us along with the tender document.

I / We hereby unconditionally accept all the terms and conditions of the Tender Document for Empanelment of Firm for providing Courier Services in its entirety.

The required Earnest Money is enclosed herewith in the form of Demand Draft of Rs. _____ drawn on _____ payable at New Delhi.

Thanking you,

Yours faithfully,

SIGNATURE OF BIDDER/TENDERER
WITH DATE AND RUBBER STAMP

ANNEXURE VI

(To be submitted and signed on Empanelment of Bidder/Tenderer)

A G R E E M E N T

This Courier Service Agreement (hereinafter referred to as “:Agreement”) is made at New Delhi on this _____ day of _____ month of the year 2014 and is being executed **BETWEEN**

M/s _____ (hereinafter referred to as “**FIRST PARTY**”, which expression shall include the legally constituted signatories, heirs, successors and assigns) having its registered office located at _____ on the **FIRST PART**;

A N D

The Oriental Insurance Company Limited (hereinafter referred to as the “SECOND PARTY”, which expression shall include the legally constituted signatories, heirs, successors and assigns) having its registered office located at Oriental House, A-25/27, Asaf Ali Road, New Delhi-110002, on the **SECOND PART**.

WHEREAS THE **FIRST PARTY is a courier company**, inter-alia engaged in the business of collecting consignments and delivering them to the location/addresses through-out the country and internationally; and

WHEREAS FIRST PARTY has approached the SECOND PARTY, claiming themselves to be in the business of providing courier services for several years and hence earned peoples goodwill out of the impeccable services rendered by them.

As party of Second Part, it is in the need of a reliable Courier Agency and its branch offices in order to ensure delivery of letters/packets and other correspondence to its offices and offices of its clients/parties without delay and as the FIRST PARTY claims it can do so effectively, the party of Second Part has agreed to hire the services of party of First Part subject to the terms and conditions of the Tender Document and mentioned hereafter :-

NOW THEREOF IN WITNESS OF THE UNDERSTANDING HEREIN ABOVE AND MUTUAL CONVENANTS, THEREAFTER THE PARTIES AGREE AS FOLLOWS :-

1. That the Courier Service Agreement will take effect from 1st day _____, 2014. The contract can be terminated by the Second Party by giving 30 days notice of cancellation of Courier Service Contract in writing.
2. That contract can be terminated by the First Party by giving three months notice of cancellation of Courier Service Contract in writing to the Second Party.
3. That the Party of First Part shall collect the consignments from the various Departments/Office(s) of the Second Party on all working days except Saturdays, Sundays and Holidays as per procedure mentioned in the Tender Document. However, if Second Party so desired the First Party shall collect the consignments on Holidays as and when required. The First Party shall issue receipt/invoice/airway bill/shipper copy against each consignment at the time of take the same for delivery.

4. That in view of the number of consignments to be picked up from the Office(s) of the Second Party and the load of work, the First Party agrees to appoint its representative(s) in the office(s) of the Second Party to meet with their demand and urgency of the situation of picking up consignments for timely delivery at the destination.
5. That the First Party agrees and undertakes the timely and safe delivery of all consignments at their destination within the stipulated period of time i.e. 24 hours in Metro Cities and NCR and 48 hours in other cities or sometime even earlier by quicker means of delivery if the Second Party so desires, at no extra cost for all types of consignments.
6. That the First Party undertakes to instruct its sub-offices/agents/delivery boys etc. To ensure safe and timely/punctual delivery of all consignments of the Second Party to the correct destination, safely, intact and promptly and obtain signature, name, phone number, relation with the addressee, date and time of delivery. The First Party shall hand-over Proof of Delivery (POD) in original to the Second Party after making delivery of each consignment within seven days from the date of receipt and also at the time of submission of bills to the respective departments of the Company for verification/certification etc.
7. That all the entries on the PODs shall be true, correct, reliable and obtained at the time of delivery and not interpolated later on. It is made abundantly clear that if any discrepancies are noticed, then the liability thereof will be of the party of First Part only. That the First Party shall make all efforts for the delivery of the consignments and not return them un-delivered without recording valid reasons. Daily feedback of deliveries/status/tracking of each consignment will be provided to Second Party through First Party Website (Software will be provided by First Party).
8. That the Second Party shall seal their documents with proper care with proper material so that it is not damaged in transit. That the Second Party shall give correct and full address on the face of the consignment of the addressee together with the phone number, if available, to facilitate its timely delivery.
9. That in case any consignment remains un-delivered even after the best efforts of the First Party, the same shall be returned to the Second Party's Pick-up office within 7-10 days of the scheduled time of delivery clearly and emphatically mentioning the reason(s) for non-delivery and the attempts made to deliver the consignment.
10. That in case of urgent/important consignments required to be delivered within the stipulated time sharply, if any consignments remains un-delivered, the First Party shall inform the Second Party immediately after the expiry of the scheduled time of delivery and return the consignment so that the latter may arrange immediate delivery through other means.
11. That the First Party shall submit the bills on monthly basis to the Second Party duly verified/certified and indicating the amount payable from various departments/offices of the Company as per procedure mentioned in the Tender Document. Payment in settlement of the bills will be made through E-transaction in the Bank Account of First Party or through "Account Payee Cheque" in favour of First Party within 30 days from the date of receipt of the bill. In case of any anticipated delay in releasing the payment within stipulated time, necessary intimation shall be given by Second Party to First Party.
12. The Company will make invoice to invoice payments to the First Party on receipt of the bills and will not make any Advance or On Account Payment to First Party.

13.SERVICE FAILURE

(A) DEDUCTION FOR LATE DELIVERIES OF CONSIGNMENTS:

That in case First Party or its agents fail to delivery the consignments on time / within stipulated period mentioned in this agreement and Tender Document for any reason within the control of First Party, the deduction / penalty will be as under :-

For One Day beyond Delivery Schedule mentioned here-in-above in the Agreement.	100% of the Agreed Rate.
For Each Day After One Day beyond Delivery Schedule mentioned in the Agreement	Rs. 100/- per day as Penalty for Late Delivery Charges.

14. That in case the First Party/it agents.

- (i) Manipulates the delivery particulars;
- (ii) Damages the consignments;
- (iii) Mis-handles the consignments, which result in loss in full or any part/item of the consignments;
- (iv) Submits wrong bills;
- (v) Submits unreliable delivery status report or which is found to be incorrect.
- (vi) Picks up a consignment and then returns it on the plea that the address is outside the area of operations of the First Party; then

The First Party shall pay to the Second Party, a panel charge of Rs. 2000/- (Rupees Two Thousand Only) per consignment or the amount of consequential loss suffered by the Second Party, whichever is more.

15. First Party shall not be liable for any loss or damage to the consignments or delay in picking up or delivery of the consignments, if it is due to Acts of God, force majeure occurrence including but not limited to strikes, riots, political and other disturbances, fire, accident of vehicle or cause due to any factors beyond the control of First Party.

16. The First Party agrees to charge the company for giving courier services of the consignments at the following agreed rates which are based on the rates quoted in the Financial Bid by the First Party and the Second Party i.e. Company agrees to make payments to the First Party on these rates :-

SL. NO.	CATEGORY / SLAB	RATE FOR LOCAL (DELHI/NCR) DAK	RATE FOR ALL INDIA OUT-STATION DAK
1	UPTO 50 GRAMS		
2	UPTO 100 GRAMS		
3	UPTO 300 GRAMS		
4	UPTO 500 GRAMS		
5	ADDITIONAL 10 GRAMS UPTO ONE KILOGRAM		
6	BULK CARGO PER KILOGRAM		

17. Conditional Offers will not be considered.

18. ARBITRATION :

All disputes and differences of any nature arising out of this agreement, whether during its terms or after expiry thereof or prior termination as the case may be shall be resolved amicably in the first instance. Un-resolved differences or disputes shall be settled by Sole Arbitrator to be appointed by the Second Party. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, any statutory modification thereof and rules made thereunder. The award of the arbitration shall be final and binding to both parties. The decision of Sole Arbitrator shall be final on every matter arising hereunder. In spite of the fact that the Sole Arbitrator may be known to Second Party, the First Party hereby agree to his appointment as the Sole Arbitrator without any reservation. It is further agreed that the fact that the Sole Arbitrator may have had occasion to deal with any matter related to this AGREEMENT either before or after its execution or has earlier expressed opinion in similar matter, shall not disqualify him from acting as Sole Arbitrator. The Sole Arbitrator can also be an employee/official of the Second Party. The venue of the arbitration shall be New Delhi/Delhi only.

19. JURISDICTION :

Subject to Clause 17 above, it is made clear that the Agreement shall be deemed to be concluded at New Delhi and the parties agree that only Courts in this place shall have jurisdiction in the event of any dispute whatsoever, whether during the currency of the Agreement or before that or after termination of the Agreement. No other Court shall have jurisdiction in such matter.

Signed on the day, month and year mentioned above between the parties :-

FIRST PARTY

SIGNATURE : _____
WITH STAMP

NAME : _____

ADDRESS : _____

WITNESS :

SIGNATURE : _____

NAME : _____

ADDRESS : _____

SECOND PARTY

SIGNATURE : _____
WITH STAMP

NAME : _____

ADDRESS : _____

WITNESS :

SIGNATURE : _____

NAME : _____

ADDRESS : _____

THE ORIENTAL INSURANCE COMPANY LIMITED
A-25/27, ASAF ALI ROAD, NEW DELHI.
TELEPHONE NO. : 011-43659435

INSTRUCTIONS AND TERMS AND CONDITIONS
FOR SUBMITTING FINANCIAL BID

1. Tenderers/Bidders are advised to quote the rates strictly in the format given in the Financial Bid.
2. The rate should be quoted in Indian Rupees Only.
3. All the columns should be clearly filled in Ink legibly or typed. The amount should be filled in figures as well as in words.
4. No column should be left blank which would otherwise make the tender liable for rejection.
5. The rates quoted by the Tenderers/Bidders **should be valid for a period of two years from the date of empanelment of the firm for providing courier services.** No revision will be allowed during the Rate Contract Period of two years.
6. The Bidder/Tenderer is required to provide the courier services for a **initial period of two years.** However, the contract for providing courier services can be **renewed thereafter on two-year basis by increasing the existing rates/rates quoted by the tenderer/bidder by 10%** subject to the condition that the courier services provided by the Bidder/Tenderer during the contract period is found satisfactory.
7. The Tenderers/Bidders are advised to refer to Scope of Services and Terms and Conditions of the Tender Document so as to cover all expenses to be borne by him/them for providing courier services before quoting rates in the Financial Bid
8. The lowest rates received amongst the eligible Tenderers/Bidders for each category/slab mentioned in the Financial Bid will be offered to all eligible Tenderers/Bidders for their consideration and acceptance. The Tenderers/Bidders who are ready to provide courier services to the Company on the offered rates and give acceptance of rates and terms and conditions in writing would be empanelled for providing courier services to the Company.
9. All applicable Statutory Deductions such as TDS, Surcharge, Education Cess, Higher Education Cess etc. will be made from the amount payable as per rules.
10. Service Tax and Cess thereon, if any, will be paid in addition to amount quoted by the Firm / Travel Agency.

THE ORIENTAL INSURANCE COMPANY LIMITED
A-25/27, ASAF ALI ROAD, NEW DELHI.
TELEPHONE NO. : 011-43659435
CIN NO. : U66010DL1947GOI007158

'FINANCIAL BID'

I / We, M/s _____ quote
our rates for providing Courier Services to the Company as under :-

S. NO.	CATEGORY / SLAB	RATE FOR LOCAL (DELHI/NCR) DAK	RATE FOR ALL INDIA OUT-STATION DAK
1	UPTO 50 GRAMS		
2	UPTO 100 GRAMS		
3	UPTO 300 GRAMS		
4	UPTO 500 GRAMS		
5	ADDITIONAL 10 GRAMS UPTO ONE KILOGRAM		
6	BULK CARGO PER KILOGRAM		

NOTE : The Tenderers/Bidders are hereby informed that the lowest rates received amongst the eligible Tenderers/Bidders for each category/slab mentioned in the Financial Bid will be offered to all eligible Tenderers/Bidders for their consideration and acceptance. The Tenderers/Bidders who are ready to provide courier services to the Company on the offered rates and give acceptance of rates and terms and conditions in writing would be empanelled for providing courier services to the Company.

SIGNATURE WITH STAMP : _____
NAME OF FIRM / TRAVEL AGENT : _____
NAME OF AUTHORISED PERSON : _____
CONTACT NUMBER : _____
E-mail ID : _____
DATE : _____