

The Oriental Insurance Company Limited

Head Office, New Delhi



Request for Proposal

For

**Colour Scanning of Pension & Pension Department related Files
with unique identification name for each file**

(Tender Reference No.: OICL/HO/Pension/2022/01 Dated 21.11. 2022)

Pension Department

**The Oriental Insurance Company Limited
Oriental House,
A-25/27, Asaf Ali Road,
New Delhi- 110002**

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

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Non-Refundable Tender Fee

Non-Transferable Receipt

To be filled by OICL Official

Tender Ref. No.	OICL/HO/PENSION/2022/01
Date of Issue	
Tender Issued to Bidder	
Draft No.	
Date	
Draft Amount	
Bank Name	
Name of OICL Official	
Designation of OICL Official	
Signature	
OICL Official	Bidder's Representative with Contact No. and Date

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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 liable to 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.

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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 the Proposal of Colour Scanning of **Pension & Pension Department related Files with unique identification name for each file.**

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

BFSI	Banking, Financial Institution and Insurance Company
Bidder	Single point appointed by OICL for this RFP
CVC	Central Vigilance Commission
HO	Head Office
HRMS	Human Resource Management System
OICL	Oriental Insurance Company Limited
PSU	Public Sector Undertaking
RFP	Request for Proposal
SOW	Scope of Work

1 Introduction

1.1 About the Company

The Oriental Insurance Company Limited (OICL), a public sector undertaking dealing in General Insurance. OICL has been enjoying the highest rating from leading Indian Credit Rating agencies such as CRISIL and ICRA.

The Company has a Corporate Pension Department at its Head Office and all the Pension, family Pension New Pension Scheme, & Group Term Insurance scheme related matters are handled in this Department. **The colour scanning of files related to these & saving of the same in PDF format with unique identification name is now proposed to be done.**

1.2 Notice Inviting Bids

The Chief Manager (Pension), The Oriental Insurance Company Limited invites online bids from eligible Companies / Organizations / Firms in respect of **Proposal for Colour Scanning of Pension & Pension Department related Files & saving of the same in PDF format with unique identification name for each file**.

The selected Bidder is required to familiarize itself with OICL's environment, requirement and infrastructure before the start of the contract.

1.3 Project Objective

The Oriental Insurance Company Ltd. (OICL) envisages to select a Vendor Proposal **Colour Scanning of Pension & Pension Department related Files & saving of the same in PDF format with unique identification name for each file.**

OICL proposes to invite online bids from eligible Bidders having proven past experience in executing such work for **Government Organization/ Public Sector Organization / LIC / Public Sector Banks.**

1.4 Schedule of Events

General Details	
Department's Name	Corporate Pension Department- H.O.
Scope of Work	Selection of Vendor Proposal for Colour Scanning of Pension & Pension Department related Files & saving of the same in PDF format with unique identification name for each file.
Tender Details	Request for Proposal for Colour Scanning of Pension & Pension Department related Files & saving of the same in PDF format with unique identification name for each file.
Tender Type	Open
Tender No.	OICL/HO/PENSION/2022/01 Dated 21.11. 2022
Consortium	Not Allowed
Download Tender Documents	Document to be purchased from: Pension Department, The Oriental Insurance Company Limited, Asaf Ali Road, Delhi -110002
Key Dates	
Document Purchase Start Date and Time	21.11.2022 11:00
Document Purchase End Date and	20.12.2022 15:00

General Details																	
Time																	
Last Date and Time for receipt of pre-bid queries	30.11.2022 Before 15:00																
Pre-Bid Meeting Date, Time and Location*	5.12.2022 15:00 at Pension Department, Oriental House , Asaf Ali Road, New Delhi																
Last Date and Time for submission of Bids	20.12.2022 15:00																
Date and Time of Eligibility cum Technical Bid Opening	20.12.2022 15:30																
Opening of Commercial bid	Will be communicated																
Declaration of L1 Bidder	Will be communicated																
Payment Details																	
Tender Fees (INR)	<p>INR 500 (Rupees Five Hundred only) by crossed Demand Draft/Banker's Pay Order/ Online transfer in favour of "The Oriental Insurance Company Limited" payable at New Delhi. The RFP Document Price is non-refundable and inclusive of taxes.</p> <p>In case of Online transfer:</p> <table border="1"> <tr> <td>Name of Bank A/c (i.e. beneficiary)</td><td>The Oriental Insurance Company Limited</td></tr> <tr> <td>Name of the Bank</td><td>UCO Bank</td></tr> <tr> <td>Address of the Bank</td><td>4/2B, Asaf Ali Road Near Delite Cinema, New Delhi – 110002</td></tr> <tr> <td>Bank Branch Name</td><td>Asaf Ali Road</td></tr> <tr> <td>Account type</td><td>Current</td></tr> <tr> <td>Account No</td><td>01150200000009</td></tr> <tr> <td>IFSC Code</td><td>UCBA0000115</td></tr> <tr> <td>Nine digit MICR Code No</td><td>110028003</td></tr> </table> <p><i>(Exemption 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).</i></p>	Name of Bank A/c (i.e. beneficiary)	The Oriental Insurance Company Limited	Name of the Bank	UCO Bank	Address of the Bank	4/2B, Asaf Ali Road Near Delite Cinema, New Delhi – 110002	Bank Branch Name	Asaf Ali Road	Account type	Current	Account No	01150200000009	IFSC Code	UCBA0000115	Nine digit MICR Code No	110028003
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Bank Branch Name	Asaf Ali Road																
Account type	Current																
Account No	01150200000009																
IFSC Code	UCBA0000115																
Nine digit MICR Code No	110028003																
EMD cum Bid Security Amount (INR)	Bid Security Declaration as per format provided in Annexure 5 to be submitted.																
Bid Validity	As per Tender Document																
Performance Bank Guarantee (for successful Bidder)	As per Tender Document																
Other Details																	
Mode of Tender	Online on GeM Portal																
Bid submission to Tender	OICL/HO/PENSION/2022/01 Dated 21.11. 2022																
Contact Information	<p>Manager Pension Department, The Oriental Insurance Company Limited, Head Office, Oriental House, A-25/27, Asaf Ali Road, New Delhi – 110 002 Tel: +91 11 43659112/ 43659101 E-mail: pensiontender@gmail.com</p>																

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

1. OICL reserves the exclusive right to make any amendments / changes to or cancel any of the above actions or any other action related to this RFP.
2. If any of the above dates is declared a holiday for OICL, the next working date will be considered. OICL reserves the right to change the dates mentioned in the RFP.

1.5 Availability of tender document

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

The Oriental Insurance Company Limited
Corporate Pension Department, A - 25/27, 'Oriental House',
Asaf Ali Road, New Delhi – 110 002

The RFP document will be available for sale at the above address on all working days as per the date and time specified in section 1.4 Schedule of Events on payment of non-refundable Tender Fee of Rs. 500/- (Rupees Five Hundred 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) by crossed Demand Draft/ Banker's Pay Order/ Online Transfer in favor of "The Oriental Insurance Company Limited" payable at New Delhi. Tender fee is inclusive of all taxes.

In case of Online transfer, requisite details are as follows:

Name of Bank A/c (i.e. beneficiary)	The Oriental Insurance Company Limited
Name of the Bank	UCO Bank
Address of the Bank	4/2B, Asaf Ali Road Near Delite Cinema, New Delhi – 110002
Bank Branch Name	Asaf Ali Road
Account type	Current
Account No	01150200000009
IFSC Code	UCBA0000115
Nine digit MICR Code No	110028003

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

1.6 Eligibility Criteria

S.No.	Eligibility Criteria	Supporting Documents
1	Bidder should be a registered company in India under Companies Act 1956.	Copy of the Certificate of Incorporation
2	The Bidder should have had a minimum turnover of INR 50 lac in each of the last three financial years (2019-20, 2020-21, and 2021-22).	Copy of Audited Financial statements for the financial years (2019-20, 2020-21, and 2021-22) and CA Certificate
3	The Bidder should have a positive Net-Worth in each of the last three financial years (2019-20, 2020-21, and 2021-22).	Copy of Audited Financial statements for the financial years (2019-20, 2020-21, and 2021-22) and CA Certificate

S.No.	Eligibility Criteria	Supporting Documents
4	The bidder should not be debarred / black-listed by any Government or PSU enterprise in India as on date of the submission of RFP.	Undertaking to this effect to be submitted on Company Letterhead.
5	The bidder should have handled such assignment having scanning of more than 500000 (5 Lac) pages for Government organization/ Public Sector Companies / LIC/ Public Sector Bank during last 2 years as on date of submission of Bid.	Certificate from the Organization
6	The Bidder should hold a valid GST and PAN	Copies of GST and PAN

Note:

1. Bidders need to ensure compliance to all the eligibility criteria points.--
2. In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
3. In case of business transfer where bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
4. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
5. If an agent submits a bid on behalf of the Principal/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.
6. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012): 'Commission has decided that in all cases of procurement, the following guidelines may be followed:
 - a. *In a RFP, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP. The reference of 'item/product' in the CVC guidelines refer to 'the final solution that bidders will deliver to the customer.'*
 - b. *If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.'*

1.7 Project Timelines

- Within 1 month of the date of award of contract.
- The progress in the project implementation will be closely monitored and reviewed periodically by the committees as decided by OICL.

Escalation Matrix

OICL as well as the Bidder will decide an escalation matrix to resolve any issues that may crop up during project period. Both OICL and the Bidder shall inform the names of the persons, designation, Email ids and their telephone numbers for the escalation matrix to be effective.

1.8 Geographical Location

Pension Department, Head Office, The Oriental Insurance company Limited, Asaf Ali road, New Delhi

2 Scope of Work

- 2.1 Colour Scanning of Pension & Pension Department related Files & saving of the same in PDF format with unique identification name for each file. Assuming 60 pages per file on an average, the total volume of work for approx. 15000 files would be scanning of approx. 9 lac pages of A-3 & A-4 sizes min 300 dpi.
- 2.2 The entire task will be completed within 1 month of the award of Contract.
- 2.3 The task will be completed within our Office premises only for which space as needed will be provided by us.
- 2.4 Naming of the individual file in PDF format will be done by the bidder and entire data will be transferred to our Computer as well as handed over to us in Hard disk/ Pen drive as feasible.
- 2.5 Pension Department will hand over the files to selected bidder under acknowledgment as and when required and received back the same from them after the scanning is over with due confirmation. All the other tasks will be handled by the selected bidder only.
- 2.6 No Desktop or Scanner will be provided by OICL for completion of the task. OICL will only provide space and power for scanning.
- 2.7 The scanning should be done colored, with minimum 300 Dots per inch (dpi) in pdf format for A3/A4 sheets
- 2.8 The Bidder is responsible for safety, security and maintenance of the Hardware/Software required for the project. Bidder has to arrange for the internet connection if required on its own at no extra cost to OICL.
- 2.9 The Bidder has to take special care in scanning the documents that are too old and may not be in a good physical condition and require special care in scanning the documents either through ADF scanner or flatbed scanner.
- 2.10 Security - The scanned files will not be shared with anyone other than Pension Department, Head Office.
- 2.11 The actual quantity of pages may increase/decrease and the final payment will be made accordingly.
- 2.12 Scanning of a complete blank page will not be counted as a scanned page

3 Terms & Conditions

3.1 General

3.1.1 Definitions

OICL : Shall mean The Oriental Insurance Company Limited

3.1.2 Amendment to Bid Document

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

All prospective Bidders that have received the Bid Document will be notified of the amendment. The same will be binding on them. In order to allow prospective Bidders

reasonable time in which to take the amendment into account in preparing their Bids, OICL may, at its discretion, extend the deadline for a reasonable period to be decided by OICL for the submission of Bids. Details will be communicated and published on our portal www.orientalinsurance.org.in.

- 3.1.2.1. OICL also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion. OICL will inform the Bidder about changes, if any before the deadline of bids submission.
- 3.1.2.2. OICL may revise any part of the RFP, by providing an addendum to the Bidder at stage till commercial bids are opened. OICL reserves the right to issue revisions to this RFP at any time before the deadline for bid submissions.
- 3.1.2.3. OICL reserves the right to extend the dates for submission of responses to this document.
- 3.1.2.4. Bidder shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All queries/questions are to be submitted to the Chief Manager (Pension) at the address mentioned below and should be received by the point of contact not later than the date and time specified in section 1.4 Schedule of Events. Responses to inquiries and any other corrections and amendments will be distributed to the Bidder by e-mail or in electronic mail format or hardcopy letter, at the sole discretion of OICL.

**The Chief Manager, Pension Department,
The Oriental Insurance Company Limited,
Head Office, "Oriental House", A-25/27, Asaf Ali Road,
New Delhi - 110 002.**

- 3.1.2.5. **Preliminary Scrutiny** – OICL will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. OICL may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and OICL reserves the right for such waivers and OICLs decision in the matter will be final.
- 3.1.2.6. **Clarification of Offer** – To assist in the scrutiny, evaluation and comparison of offer, OICL may, at its discretion, ask the Bidder for clarification of their offer. OICL has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.
- 3.1.2.7. OICL reserves the right to make any changes in the terms and conditions of order. OICL will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.
- 3.1.2.8. **Erasures or Alterations** – The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the service being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. OICL may treat the offers not adhering to these guidelines as unacceptable.

3.1.2.9. Right to Alter Quantities – OICL reserves the right to alter the requirements specified in the tender. OICL also reserves the right to delete or increase one or more items from the list of items specified in the tender. OICL will inform the Bidder about changes, if any. In the event of any alteration in the quantities the price quoted by the bidder against the item would be considered for such alteration. The bidder agrees that the prices quoted 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.

3.1.3 Sub-contracts

Sub-contracting of the work / task is not allowed

3.1.4 Conditional bids

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

3.1.5 Submission of Bids

Bidders shall submit the Bids online. For details please refer RFP Section 7 – Instruction to Bidders. Pre-Bid Meeting

All queries/ requests for clarification from bidders must reach us by e-mail (pensiontender@gmail.com) or in person as per timeline given in section 1.4. Format for the queries / clarification is provided in “Annexure 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.

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

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

3.1.6 Performance Security - Within 15 days after the receipt of Notification of Award from OICL, the bidder shall furnish performance security to OICL as per Annexure - 6, which shall be equal to 3 percent (3%) of the value of the contract - valid till date of expiry of One year Contract period in the form of a bank guarantee from a nationalized/ scheduled bank as per the norms laid by the RBI. Failure by bidder to submit the Performance security will result in invocation of Bid security held by the Company (OICL).

3.1.7 Payment terms

100% payment will be made after completion of the task duly certified by the committee of Officers within 10 working days.

The Bidder must accept the payment terms proposed by OICL. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by OICL. Any deviation from the proposed payment terms would not be accepted. OICL shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of OICL..

3.1.8 Mode of Payment

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

3.1.9 Penalties and delays in Bidder's performance

In case the vendor fails to meet the SLA mentioned in section 7, penalty will be imposed as mentioned in section 7 Service Level Agreement

3.1.10 Currency of Payments

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

4 Terms of Reference ('ToR')

4.1 Contract Commitment

OICL intends that the contract, which is contemplated herein with the Bidder, shall be for completion of task within 1 month of the award of Contract.

4.2 Canvassing/Contacting

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

4.3 Indemnity

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

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

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

The Bidder shall not indemnify OICL for

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

4.4 Inspection of Records

The sample files having A-3 & A-4 size pages which are to be scanned can be seen by the prospective bidders on any working day within the Office hours before submission of the bid.

4.5 Publicity

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

4.6 Information Ownership

All information processed, stored, or transmitted by Bidder equipment belongs to OICL.

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

4.7 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.

4.8 Liquidated Damages

If the Bidder fails to meet the Project Timelines as per Section 1.7, 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 and invoke PBG.

4.9 Termination for Default

OICL may, without prejudice to any other remedy for breach of contract, by 15 calendar days written notice of default sent to the Bidder, terminate the contract in whole or in part:

- a) If the Bidder fails to complete the task within 30 days of award of contract ; 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, services similar to those undelivered and the Bidder shall be liable to OICL for any excess costs incurred for procurement of such similar services (capped at 5% differential value). However, the Bidder shall continue performance of the contract to the extent not terminated.

4.10 Force Majeure

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

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

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

4.11 Termination for Convenience

Either party may, by 15 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 services that are complete and ready within 15 calendar days after the receipt of notice of termination by the Bidder shall be used by OICL at the contracted terms and prices. For the remaining 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 services.

4.12 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.

4.13 Governing Language

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

4.14 Applicable Law

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

4.15 Prices

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

4.16 Taxes & Duties

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

4.17 Deduction

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

4.18 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 favor of OICL in such forms as shall be required by OICL after all payments due are made in full.

4.19 Cancellation of the contract & compensation

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

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

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

4.20 Rights reserved by OICL

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

4.21 Limitation of Liability

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

4.22 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other

right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

4.23 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 Outsourcing Agreement

The outsourcing contract, inter alia, shall have in place following clauses or conditions listed below:-

1. **Contingency Planning:** The Bidder is responsible for contingency planning of the outsourcing service to provide business continuity for the outsourced arrangements that are material in nature.
2. **Express Clause:** The contract shall neither prevent nor impede the company from meeting its respective regulatory obligations, nor the IRDAI from exercising its regulatory powers of conducting inspection, investigation, obtaining information from either the company or the Bidder.
3. **Handing over of the Data, Assets etc.:** In case of termination of the contract, the Bidder is responsible for handing over of the data, assets (hardware/software) or any other relevant information specific to the contract and ensure that there is no further use of the same by the Bidder.
4. **Inspection and Audit by the Company:** The Company shall conduct periodic inspection or audit on the Bidder either by internal auditors or by Chartered Accountant firms appointed by the Company to examine the compliance of the outsourcing agreement while carrying out the activities outsourced.
5. **Legal and Regulatory Obligations:** The Bidder shall ensure that the outsourcing contract/ arrangements do not:-
 - a) Diminish the Company's ability to fulfil their obligations to Policyholders and the IRDAI.
 - b) Impede effective supervision by the IRDAI.
 - c) Result in Company's internal control, business conduct or reputation being compromised or weakened.
6. **Applicability of the laws/regulations:** The Regulations apply irrespective of whether the outsourcing arrangements are entered into with an affiliated entity within the same group as the Company, or an outsourcing service Provider external to the group or the one who has been given sub-contract. The Outsourcing Agreement shall not diminish the obligations of the Company and its Board & Senior Management to comply with the relevant law/s and regulations. The Bidder engaged by the company is subject to the provisions of the Insurance Act 1938, IRDA Act 1999, rules & regulations and any other order issued thereunder.

In case, the Bidder operates from outside India, it shall ensure that the terms of the agreement are in compliance with respective local regulations governing the Bidder and

laws of the country concerned and such laws and regulations do not impede the regulatory access and oversight by the Authority.

6 Regulations, Legal & Compliance

Communications made via OICL's Social Media channels will in no way constitute a legal or official notice to OICL or any official or employee of OICL for any purpose.

Any content that the bidder posts on OICL's Social Media channels shall be deemed and remain the property of OICL. OICL shall be free to use such content/ information, for any purpose without any legal or financial compensation or permission for such usage.

OICL reserves its rights to initiate appropriate legal proceedings in the event of any breach/ violation of these guidelines/ other terms and conditions as may be specified by OICL from time to time.

Under no circumstances OICL shall or any of our affiliates, employees or representatives, be liable to the bidder for any direct or indirect, claims or damages whatsoever emanating from any mistakes, inaccuracies, or errors of content, personal injury or property damage, of any nature whatsoever, emanating from your use to and access of our Social Media platforms or entities purporting to represent OICL. You specifically acknowledge that OICL shall not take any liability for content or the offensive, defamatory, or illegal conduct of any third party and that the risk of damage or harm arising from the preceding entirely rests with you. The foregoing limitation of liability shall apply to the fullest extent that's permitted by law in the applicable jurisdiction.

To the extent permitted by law applicable, you agree to indemnify, defend and hold harmless, OICL, its affiliates, officers, directors, employees, and agents, arising from and against any and all damages, claims, obligations, liabilities, losses, costs or debt, and expenses (including but not limited to lawyer's/attorney's fees) arising from: (i) your use of and access of our page; (ii) your violation of any of these Guidelines; (iii) your violation of any third party right, including without limitation any copyright, proprietary, or right to privacy; or (iv) all or any claim that content posted by you caused damage to a third party. The indemnification obligation contained herein shall survive these Guidelines and your use of our Social Media channels.

Anyone causes or knowing that he/ she is likely to cause wrongful loss or damage to the brand's image, to destroy or delete or alter any information residing on the Social Media platform or diminish its value or utility by any means, commits hack, shall be prosecuted under Information Technology Act, 2000 [As amended by Information Technology (Amendment) Act 2008], its subsequent amendments as well as any other statute prescribed by the concerned authorities.

6.1 Guidelines for MSME

As per the public Procurement Policy for MSEs order, 2018 under section 11 of MSMED Act 2006 MSEs quoting price within band L-1 +15% when L1 is from someone other than MSE, shall be allowed to supply at least 25% of tendered value at L-1 subject to lowering of price by MSEs to L-1

However, seeing the criticality, stack sync and manageability of the devices which are the core element to provide services to the customer the entire order will go to the MSME vendor in the above-mentioned case.

7 Instruction to Bidders

7.1 Instructions for Online Bid Submission

- Bidders should comply to rules and regulations of GeM portal for submission of Bids online.
- However, bidder needs to submit following signed and stamped documents in **Hard Copies** in **Two separate sealed** envelopes:-
 1. **Non-Disclosure Agreement (NDA) as per format mentioned in Annexure 10**
 2. **Power of Attorney on stamp Paper in offline mode to OICL Head office in a sealed envelope.**
- The sealed envelope should be properly labeled with the company name, RFP Ref No.& Date duly signed and stamped. If bidder does not submit the same, then bidder will be disqualified.
- The Sealed enveloped should reach OICL before or on the date and time of submission schedule as mentioned in the RFP.
- OICL will not be liable of the any arithmetic error in the bill of material, and the GEM final number will be accepted as the Total cost of the Project.
- If bidder misses or forgets to quote rates of any line item, then it is assumed that bidder will provide that service at zero cost to OICL during contact period.

7.2 Tender Bidding Methodology

The Bidders will be required to submit following two sets of separate documents on GeM Portal:-

1. Eligibility & Technical Bid
2. Commercial Bid

7.3 Bid Security

Govt. of India guideline vide Circular dated F.9/4/2020- PPD dated 12th November 2020, states:

“it is reiterated that notwithstanding anything contained in Rule 171 of GFRs 2017 or any other Rule or any provision contained in the Procurement Manuals, no provisions regarding Bid Security should be kept in the Bid Documents in future and only provision for Bid Security Declaration should be kept in the Bid Documents.”

Hence, in conformance to the above, Bidders are to submit Bid Security Declaration as per format provided in Annexure 5.

8 Bid Documents

8.1 Eligibility Bid Documents

1. Compliance to Eligibility Criteria as per RFP Section 1.6 along with all relevant supporting documents.
2. Application Form for Eligibility Bid as per Annexure 1

3. The references of bidder's clients. Also provide the name, designation, and contact details of a contact person for each reference as per Annexure 2.
4. The profile of the bidder (as per Annexure-9)
5. List of bidder's support/service locations in New Delhi.
6. Bidder shall submit PAN number, GSTIN.
7. Undertaking that the Bidder has quoted for all items and the bid validity will be for 180 days from the date of submission of bid.
8. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder
9. Statement of No-Deviation (Annexure 7)
10. Bid Security Declaration as per Annexure 5
11. Non-Disclosure Agreement (NDA) as per Annexure 10 on stamp paper

8.2 Technical Bid Documents

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. The Executive Summary should initially provide an overview of Bidder's organization and position with regards to proposed solution and professional services. A summary of the Bidder's products and services that will be provided as a part of this procurement should follow.
2. Compliance to Scope of Work and Technical Requirement as per Annexure-11..

Note:

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

8.3 Commercial Bid Documents

1. Commercial Bid should contain the price per page of Colour scanned files & saving of each file in PDF Format with unique identification number inclusive of all charges. The Tax, if any as applicable should be specified separately. The files have pages in A 3 & A 4 sizes min 300 dpi.

2. The contract will be awarded to L1 bidder i.e. to the Bidder quoting minimum cost as per format mentioned in Annexure- 12 - Bill of Material.
3. The Bidder has to upload the Bill of Material (in PDF) in the same format mentioned in Annexure-12 on GeM Portal duly signed and stamped by the authorized signatory on Bidder's Letter Head.

8.4 Eligibility cum Technical Evaluation

The Eligibility cum Technical bids of bidders will be opened and reviewed to determine whether the eligibility & technical bids are substantially responsive. The Bidders who meet ALL these criteria would only qualify for the second stage of evaluation i.e. Commercial evaluation. The Bidder would also need to provide supporting documents for eligibility & technical 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.

8.5 Commercial Evaluation

The commercial bids for the 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.

The contract will be awarded to L1 bidder i.e. to the Bidder quoting minimum cost as per format mentioned in Annexure- 12 - Bill of Material. **The Bidder has to upload the Bill of Material (in PDF) in the same format mentioned in Annexure-12 on GeM Portal duly signed and stamped by the authorized signatory on Bidder's Letter Head.**

9 Disclaimer

This RFP is being issued by OICL for inviting bids for Colour **Scanning of Pension & Pension Department related Files & saving of the same in PDF format with unique identification name for each file**. The words 'Tender' and 'RFP' are used interchangeably to refer to this document. The purpose of this document is to provide the Bidder with information to assist in the formulation of their proposal. While the RFP has been prepared in good faith with due care and caution, OICL or any of its employees or consultants do not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in this document. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. OICL reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the project further with any party submitting a bid. No reimbursement of any cost will be paid to persons, entities submitting a Bid.

10 Annexure

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10.1 Annexure 1: Application form for Eligibility Bid

To
The Deputy General Manager
Pension Department,
The Oriental Insurance Company Limited,
“ORIENTAL HOUSE”, Head Office,
A-25/27, Asaf Ali Road,
New Delhi-110002

Application form for the Eligibility of the Bidder

Tender Ref. No. OICL/HO/Pension/2022/01

Company Details

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

Turnover and Net worth

Financial Year	Turnover (Rs. in Crores)	Net worth
2019-20		
2020-21		
2021-22		

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal

10.2 Annexure 2: Technical Experience Details and Reference Form

Tender Ref. No. OICL/HO/Pension/ 2022/01

Please attach supporting credentials for each reference provided.

S.N.	Name of Client	Financial Year	Contact Details of Client	Details of Project	Date of Award of Project	Current Status of Project
1						
2						
3						

Signature: _____

Name: _____

Designation: _____

Date: _____

(Company Seal)

10.3 Annexure 3: Contract Form

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

WHEREAS the Purchaser is desirous that certain software and services should be provided by the Vendor viz., _____ and has accepted a bid by the Vendor for scanning Pension files and related documents for the sum of _____ per page (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

RFP Document and corresponding Amendments (Reference No: OICL/HO/Pension/ 2022/01)

The Schedule of Requirements and the Requirement Specifications

The General Conditions of Contract

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

OICL hereby covenants to pay the Vendor in consideration of the provision of the 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 services, which shall be provided by the bidder, are Colour scanning of Pension files and related documents and saving each file in digital form with a unique identification number @ Rs. (in words) per page.

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**

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

Company Seal

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

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

Company Seal

Witness I

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

Witness II

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

10.4 Annexure 4: Query Format

All pre-bid queries are to be sent in the following format:

S.No.	Page #	Point/ Section #	Existing Clause	Query Sought

10.5 Annexure 5: Bid Security Declaration

To
The Deputy General Manager
The Oriental Insurance Company Limited.
Pension Department,
"ORIENTAL HOUSE", Head Office,
A-25/27, Asaf Ali Road,
New Delhi-110002

Sir,

Reg: Tender Ref No: OICL/HO/Pension/ 2022/01

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal

10.6 Annexure 6: Pro forma for Performance Security

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier) (Hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated..... 2022 to supply **Colour Scanning of Pension & Pension Department related Files & saving of the same in PDF format with unique identification name for each file.** (Hereinafter called "the Contract").

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

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

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

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

Signature and Seal of Guarantors (Supplier's Bank)

.....

Date.....

Address.....

.....

10.7 Annexure 7: Statement of No Deviation

To

The Deputy General Manager

Pension Department

The Oriental Insurance Company Limited

2nd Floor, Head Office, "Oriental House"

A-25/27, Asaf Ali Road

New Delhi - 110 002

Tender Ref No: OICL/HO/Pension/ 2022/01

Sir,

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

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal

10.8 Annexure 8: Office locations and service infrastructure facilities

Tender Ref. No. OICL/HO/Pension/ 2022/01

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

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal

10.9 Annexure 9: Bidder Profile

Tender Ref. No. OICL/HO/Pension/ 2022/01

1.	Registered Name & Address of The Bidder	
2.	Location of Corporate Head Quarters	
3.	Date & Country of Incorporation	
4.	Service facilities location & size	
5.	Major Related Activities carried out in last two years & their %age in	
6.	Total number of employees	
7.	List of major clients	
8.	Name & Address of Contact Person with Tel. No / Fax	
9.	Client Reference	
10.	Annual turnover for the three previous financial years	
11.	Net worth (Paid up capital plus free reserves) for the previous three previous financial years	
12.	Name of the Authorized Signatory	

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal

10.10 Annexure 10: Non-Disclosure Agreement

(On Rs.100 Non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at..... This ... day of..... 202_

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, Pension Department, 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 **Colour scanning of Pension files and related documents and saving each file in digital form with a unique identification number**

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

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

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

1. Confidential Information:

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

"Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

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

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

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

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

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

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

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

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

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

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

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

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

2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and

knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify The Oriental Insurance Company Ltd immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

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

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

3. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of The Oriental Insurance Company Ltd.

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

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

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

and proprietary rights in the Confidential Information shall remain with The Oriental Insurance Company Ltd.

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

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

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

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

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

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

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

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

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

waiver shall not prevent The Oriental Insurance Company Ltd from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

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

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

(_____)

(Designation)

For and on behalf of The Oriental Insurance Company Ltd

(_____)

(Designation)

10.11 Annexure 11: Technical Specifications:-

S. No.	Mandatory Technical Requirements	Bidder's Compliance (Yes/No) with Detailed Response
1	Colour Scanning of Pension & Pension Department related Files & saving of the same in PDF format with unique identification name for each file. Assuming 60 pages per file on an average, the total volume of work for approx. 15000 files would be scanning of approx. 9 lac pages of A-3 & A-4 sizes min 300 dpi.	
2	The entire task will be completed within 1 month of the award of Contract	
3	The task will be completed within our Office premises only for which space as needed will be provided by us.	
4	Naming of the individual file in PDF format will be done by the bidder and entire data will be transferred to our Computer as well as handed over to us in Hard disk/ Pen drive as feasible.	
5	Pension Department will hand over the files to selected bidder under acknowledgment as and when required and received back the same from them after the scanning is over with due confirmation. All the other tasks will be handled by the selected bidder only.	
6	No Desktop or Scanner will be provided by OICL for completion of the task. OICL will only provide space and power for scanning.	
7	The scanning should be done colored, with minimum 300 Dots per inch (dpi) in pdf format for A3/A4 sheets	
8	The Bidder is responsible for safety, security and maintenance of the Hardware/Software required for the project. Bidder has to arrange for the internet connection if required on its own at no extra cost to OICL.	
9	The Bidder has to take special care in scanning the documents that are too old and may not be in a good physical condition and require special care in scanning the documents either through ADF scanner or flatbed scanner.	
10	Security - The scanned files will not be shared with anyone other than Pension Department, Head Office	
11	The actual quantity of pages may increase/decrease and the final payment will be made accordingly.	

10.12 Annexure 12: Bill of Material (Commercial Bid Format):-

S.No.	Approx. Total no. of pages	Per page Price of colored scanning with min 300 dpi and saving each file in pdf format with unique identification number. (in Rs.)	Total Price (in Rs.)	Total Tax (in Rs.)	Total Cost including Taxes (in Rs.)
	A	B	C= A x B	D	E=C+D
1	9,00,000 pages				

Please Note:-

1. Commercial Bid should contain the price per page of Colour scanned files & saving of each file in PDF Format with unique identification number inclusive of all charges. The Tax, if any as applicable should be specified separately. The files have pages in A 3 & A 4 sizes min 300 dpi.
2. The contract will be awarded to L1 bidder i.e. to the Bidder quoting minimum cost as per format mentioned in Annexure- 12 - Bill of Material.
3. The Bidder has to upload the Bill of Material (in PDF) in the same format mentioned in Annexure-12 on GeM Portal duly signed and stamped by the authorized signatory on Bidder's Letter Head.
4. The actual quantity of pages may increase/decrease and the final payment will be made accordingly.

=====End of Document=====

Dy. Manager

Manager

Chief Manager

GM (AKS)

GM (P)