



THE ORIENTAL INSURANCE CO. LTD.
REGIONAL OFFICE INDORE

TENDER DOCUMENT

**INVITING QUOTATIONS FOR THE
SUPPLY & INSTALLATION OF UPS & Inverter Batteries
AT
Various OICL Locations in Madhya Pradesh**

Tender Opening Date & Time : 10/07/2015 at 3:30 PM

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THE ORIENTAL INSURANCE CO.LTD.

REGIONAL OFFICE: IDA Building 4 th Floor,
7, Race Course Road, Indore -452003 (M.P.)

Annexure-I

Instruction to Bidders

Sealed quotations are invited for the supply of UPS batteries of Exide or Amara Raja make from reputed firms with adequate capacity and sound financial standing, having MP Dealer Network. Interested eligible bidders may obtain the tender form from the office of the DGM IN CHARGE, THE ORIENTAL INSURANCE CO.LTD, Regional Office, Regional Office, 4th floor, IDA Building, Race course Road, INDORE -452001, M.P. on **all working days from (19/06/2015) between 10:30 A.M. to 5:00 P.M. and up to 2:00 P.M. on the last day 10.07.2015** on payment of nonrefundable fee of ₹ 1000/- by way of a Bank Demand Draft in favor of **THE ORIENTAL INSURANCE CO.LTD**, payable at **INDORE**. The tender document can also be downloaded from OICL's website www.orientalinsurance.org.in and in that case a bank draft drawn in favor of THE ORIENTAL INSURANCE CO.LTD; payable at INDORE for ₹ 1000/- should be attached along with **Technical Bid** towards cost of the tender document.

The **Technical Bid** shall contain the complete Technical specifications as per Annexure-VI. The **Financial Bid** shall contain the Price Schedule as per Annexure-VII.

The **Technical Bid** and **Financial Bid** shall be placed in two separate envelopes duly superscripted. Each of these two sealed envelopes containing the respective Bids shall carry on the face of it the Tender No.3, Name and Address of the Tenderer. These two sealed envelopes/covers shall be put into an OUTER COVER and sealed. The **OUTER COVER** shall only indicate the tender No. Name and dates of closing/opening **prominently** along with the address of Purchaser. i.e. The DGM IN CHARGE, THE ORIENTAL INSURANCE CO.LTD, Regional Office, 4th floor, IDA Building, Race course Road, INDORE -452001, M.P.

The Technical Bid will be opened in the presence of tenderers or their authorized representatives who may choose to attend the opening of tenders at REGIONAL OFFICE, THE ORIENTAL INSURANCE CO.LTD, Regional Office, 4th floor, IDA Building, Race course Road, INDORE -452001, M.P. at 2:00 P.M. on **10 07 /2015**.

The Financial Bids will be opened at a later date for those bidders whose Technical Bid fulfils the requirements of tender documents as mentioned in the Terms and Conditions of contract (Annexure-II) and meet all specifications and allied technical details contained in Annexure IV of this tender document.

The decision of the "Tender Opening and Evaluation Committee" of the OICL shall be final and binding on the bidders.

The tender duly filled in and complete in all respects, along with all the above mentioned documents duly signed on each and every page should reach at REGIONAL OFFICER, THE ORIENTAL INSURANCE CO.LTD, Regional Office, 4th floor, IDA Building, Race course Road, INDORE -452001, M.P. on or before **3.00 p.m. on 10/07/2015**.



THE ORIENTAL INSURANCE CO. LTD.
REGIONAL OFFICE INDORE

Terms and Conditions of Contract

1. The quantities mentioned denote the approximate requirement of the ORIENTAL INSURANCE CO.LTD, REGIONAL OFFICE, INDORE during the period and may vary as per actual use.
2. The Contract on the basis of this Tender will be in the form of a Running Rate Contract and will remain valid for a period of Two years from the date of signing of contract form/or from the date of placing the notification of award
3. Supply orders will be placed on the successful tenderer with whom the Contract is entered into as per requirement from time to time. Supplies of batteries should be effected strictly as per the prescribed schedules. Each order may be of about minimum 16 nos (SMF Dry batteries) or 1-2 nos (Tabular Batteries) but may vary as per actual requirement at that time. The tentative time schedule, place for on-site delivery and the quantities have been given in the Annexure-V for guidance only. This may vary as per the actual requirement from time to time.
4. The tenderer should submit his tender with product catalogue offered by him in not less than 30 x 40 cms size indicating thereon detailed specifications of product (battery) such as brand name, voltage, substance (SMF) and the manufacturer name. **This is very important and lack of this information may result in rejection of the offer.**
5. The tendered rate must be kept open for acceptance (valid for acceptance) for a period of three months from the date of opening of financial bid. The rate should be inclusive of all taxes including **The Sales Tax, VAT, Education Cess, transportation, loading/unloading charges etc. whichever are applicable. Sales tax/VAT number must be mentioned with the bid.**
6. Any variation in specification, especially with regard to make, capacity, voltage and substance (sealed maintenance free) of the batteries being supplied shall entitle the order and supply to be summarily rejected. The firm is advised to be careful with regard to this during the supply and installation of the batteries at various locations of THE ORIENTAL INSURANCE CO.LTD in various locations of M.P. state as mentioned in Annexure-V. In case of non-compliance of any condition, an appropriate penalty as decided by THE ORIENTAL INSURANCE CO.LTD will be levied on the firm, which shall be binding and final and such penalty will be adjusted against the amount payable to the supplier.

7. Supply and Installation

- (a) The batteries should be supplied at offices/Co. Owned premises of THE ORIENTAL INSURANCE CO.LTD in Madhya Pradesh of India in original manufacturer packing at the cost and responsibility of the tenderer/supplier. In case any occurrence of loss, damage, theft, pilferage in transit, the responsibility shall be that of the supplier and replacement wherever necessary shall have to be made by the supplier at no extra cost. Appropriate care should be taken at the time of installation and un-installation of battery at locations situated apart from Indore.
- (b) Each battery shall be marked with the following particulars at the time of installation:
- i) MAKE, Capacity, voltage and substance (sealed maintenance free)
 - ii) Date of installation
 - iii) Month and year of manufacturing.
 - iv) Manufacturer's name or recognized trademark, if any.
 - v) Each package may also be marked with the Standard mark.

8. The Battery duly packed, should be delivered and installed at the offices THE ORIENTAL INSURANCE CO.LTD in M.P. State as per the work order given by the ORIENTAL INSURANCE CO.LTD, REGIONAL OFFICE, INDORE from time to time

9. Loading charges at firm site and OICLs location and unloading charges at Consignee's/custodian and supplier site along with installation charges will be borne by the supplier.

10.

- a) The supplier is solely responsible for warranty of batteries during the given warranty period in warranty card.
- b) If any complaint received from custodian during the warranty period, the supplier is responsible to resolve the problem on site within the 3 days from the lodge of the complain either by replacement or repair whichever is applicable.

11. INSPECTION

(a) The supplies should conform to the quality/specifications of the product agreed upon and is subject to inspection before acceptance at OICLs locations (on-site), is the discretion of OICL. If the product fails to conform to the given specifications, the OICL reserves the right to reject the total supplies and remove these at supplier's cost or to levy appropriate penalty in this regard.

(b) The physical check is done at the time of receipt of material at the OICLs locations.

12. The OICL may not accept the lowest tender and reserves the right to reject or accept whole or any part of tender without assigning any reason.

13. PAYMENT

90% payment will be made for the quantity of batteries delivered and formally accepted after physical inspection, within 30 working days after the supply is made subject to receipt of bills from the supplier duly supported by documents to prove the supply of the material as per specifications, in good condition and its acceptance by custodian and after verification of this bill by The REGIONAL MANAGER, THE ORIENTAL INSURANCE CO.LTD, INDORE. The payment of balance 10% may be made within 60 days only after the receipt of Test Report subject to the condition that Test Report is/are in order.

14. Eligibility and qualification requirement of Tenderers:

1. Bidder's Profile duly filled and signed by the bidder, attaching relevant certificates/documents required as per Annexure -VIII.
2. The bidder shall submit VAT Registration/Sales Tax Registration of the firm along with PAN number.
3. The bidder should be registered in appropriate class of CPWD/MES/P&T/RAILWAYS / STATE PWD/PSUs// Municipal corporations & Development Authorities of Delhi, Mumbai, Chennai and Kolkata / OEM or its Authorized dealer / Agency specialized in similar nature of work and Registered with Registrar of companies/Firms/Central/State Government having similar nature of work experience.
4. The bidder should have minimum annual Turnover of more than ₹ **25.00** lacs against works executed during last three years ending 31st March of the previous financial year. As a proof, copy of **Abridged Balance Sheet, Profit and Loss Account Statement of the** firm should be submitted along with the application. . Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected. Also Should have satisfactorily completed (Phase/Part completion of the scope of work in a contract shall not be considered, however pre-determined phasing of the work will be accepted) three works each of ₹ **3,75,000/-** or two works, each of ₹**75,000/-**or one work of ₹ **7,50,000/-** in single contract of similar nature i.e. "**Supply of Batteries**" during last five years ending on 31/05/2015.
5. Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. The agency should submit detailed BOQ along with work order.
6. Should submit the Manufacturer's Authorization certificate as per the prescribed format given in the NIT.
7. Consortium / JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
8. The tender document must be purchased by the tenderer from authorized OICL office or the tender form should be accompanied by a DD of ₹ 1000/ in favor of THE ORIENTAL INSURANCE CO.LTD, as para 1 in case it has been downloaded from OICL's website.
9. Tender should be submitted in prescribed form and accompanied with bid security (earnest money) as specified in Annexure-III)

10. The tender document is conditional and inconsistent with the terms and conditions of the contract.
11. Rates of products of more than one manufacturing company/units should not be quoted. Neither more than one rate should be quoted for battery.
12. No tenderer submits more than one tender for a single product nor authorizes the submission of more than one tender on its behalf by one or more authorized person(s)/Company(ies).
13. Tender received after the dead-line for submission of bid will be null & void.
14. The tender document should be signed by the tenderer on each page towards acceptance of all the terms and conditions of tender.
15. The rate is not all inclusive for on-site delivery and installation at the THE ORIENTAL INSURANCE CO.LTD Network OICLs locations.

NOTE:

All payments from purchaser will be made through ECS/RTGS only, hence every Tenderer should submit following information:

Name of Account Holder

Name & Address of Bank

Account No.

IFSC code of Bank

15. BID DOCUMENTS:

The tenderer is expected to examine carefully all instructions, conditions, tender form, appended to quotation form, proforma agreement, specifications, annexures, schedules, etc. in the Tender document. Failure to comply with the requirements for submission of Tender, will be at the tenderer's risk and OICL shall not liable to be responsible for any damages/claims arising thereof. Tenders, which are not substantially responsive to the requirements of the Tender document, will be rejected.

The manufacturing firm shall give an undertaking that they will adhere to the time schedule and are in possession of required infrastructural facilities to produce the quantum of material/goods asked by the OICL in the Tender document.

16. Acceptance of offer will be communicated by the supplier in writing by formal "Acceptance of Tender". In case acceptance is communicated by e-mail or Express Letter, formal "Acceptance of Tender" will follow in due course and in the meanwhile, the tenderer will act upon the instructions contained in the e-mail.

17. BID SECURITY (EARNEST MONEY)

The earnest money **As per Annexure-III** is to be deposited in the form of A/c. Payee Bank Draft from any of the Commercial Bank in favor of THE ORIENTAL INSURANCE CO.LTD, payable at INDORE.

- i) Earnest money of the unsuccessful tenderer(s) shall be refunded as early as possible.
- ii) EMD of successful tenderer will be refunded on receipt of Bank Guarantee.
- iii) No interest shall be paid on Earnest Money.

Earnest money shall stand forfeited in case of the following:

- a. If the bid is withdrawn at any time before the validity period, or
- b. If the successful tenderer fails to execute the contract and / or does not deposit the security amount within the stipulated period.

18. PENALTY

Penalty will be levied on the value of the material as per delivery schedule, delay in supply is also a partial breach of contract.

- a. In case the supplier fails to meet any of the conditions agreed upon, the OICL reserves the right to take any action it may deem proper including forfeiture of part or whole of Earnest Money, Security Deposit, and /or any other amount due to supplier. If the contractor fails or neglects to observe or perform any of his obligations under the Contract it shall be lawful for the OICL to forfeit either in whole or in part, in his absolute discretion, the Security Deposit furnished by the tenderer and to arrange to purchase the ordered quantity of the material at the risk and expense of the tenderer. Similarly, if the tenderer duly performs and completes the contract in all respects, Security Deposit will be refunded to the tenderer after deducting all costs and other expenses that the OICL may have incurred and all dues and other moneys including all losses and damages which the OICL is entitled to recover from the Tenderer.
- b. The Security deposit can be forfeited by the order of the, OICL, in the event of any breach or non-observance of any of the conditions of the Contract. On the expiry of the contract, such portion of the said security as may be considered by the, OICL, sufficient to cover an incorrect or excess payment made on the bills of the supplier, shall be retained by him.
- c. Any sum of money due and payable to the Supplier(s) including Security Deposit refundable to him / them under this Contract may be appropriated by the OICL and set off against any claim of OICL in respect of any sum of money arising out of under any other Contract(s) made by the Supplier with the purchaser and for such purpose the purchaser shall be entitled to sell and / or realize such securities forming the whole or part of any such Security Deposit in any manner whatsoever as the purchaser may think fit.

Time and promptness are essence of the contract. The time specified for delivery or completion of the orders shall be strictly adhered to and time in this respect shall be deemed to be the Essence of the Contract. If the time schedule is not adhered to and the job is delayed for reasons other than beyond supplier's control, the, OICL shall be entitled at his option either to:

- a) Cancel the order or
- b) In cases where the contractor fails to supply part or whole of the stores within the stipulated time, compensation shall be recovered @ 2% of the cost of the order for each lot for every weeks delay or part of a week (subject to the maximum of 10% of the cost of supply) on the recommendation of DGM IN CHARGE, THE ORIENTAL INSURANCE CO.LTD. Or..

..Or

The purchases shall be effected at the cost and expense of the firm after giving it due notice and the difference in price, if any, paid for purchases made from other sources shall be recovered from the firm.

In the event of any action(s) being taken under above, the cancellation of the order will be without prejudice to the right of the OICL and to recover from the contractor any loss incurred thereby and the contractor will not be entitled to any compensation for such cancellation.

19. INCOME TAX CERTIFICATE

The successful tenderers will have to necessarily furnish a copy of PAN issued by Income Tax department to manufacturing unit or tenderer along with the Income Tax return for the last two financial years in the prescribed form

- 20.** Any additional levies/cess becoming due to government, or any other additional claims from the supplier during the extended period shall not be payable by THE ORIENTAL INSURANCE CO.LTD.

21. PARTIES

The parties to the Contract is the DGM IN CHARGE, THE ORIENTAL INSURANCE CO.LTD, INDORE and the successful bidder.

22. ADDRESS OF THE CONTRACTOR FOR THE PURPOSE OF SENDING NOTICES AND COMMUNICATION ON BEHALF OF THE OICL :

For all purposes of the Contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified a change of address by a separate letter containing other communication and sent by Regd. A/D. post, to the DGM IN CHARGE, THE ORIENTAL INSURANCE CO.LTD, Regional Office, Regional Office, 4th floor, IDA Building, Race course Road, INDORE -452001, M.P.. The Contractor shall be solely responsible for the consequences of an omission or error to notify the change of address in the manner aforesaid. Communications to be sent to the OICL shall be addressed to DGM IN CHARGE, THE ORIENTAL INSURANCE CO.LTD, Regional Office, 4th floor, IDA Building, Race course Road, INDORE - 452001, M.P. and be sent by registered post.

23. EXERCISE OF THE POWER OF OICL

Any communication or notice on behalf of the OICL in relation to the contract may be issued to the supplier by the DGM IN CHARGE, THE ORIENTAL INSURANCE CO.LTD, Regional Office, 4th floor, IDA Building, Race course Road, INDORE -452001, M.P., or by any other officer authorized by him in the OICL and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by an ordinary post or by hand delivery at the option of such officer, and posting of the letter will be deemed to have been served on the supplier.

24. RESPONSIBILITY OF THE SUPPLIER FOR EXECUTING THE CONTRACT :

The Supplier shall execute the contract in all respects in accordance with the terms and conditions thereof.

25. (a) SUBLETTING, TRANSFERING AND ASSIGNMENT

The Supplier shall not, save with the prior consent in writing to the DGM IN CHARGE, THE ORIENTAL INSURANCE CO.LTD, Regional Office, 4th floor, IDA Building, Race course Road, INDORE -452001, M.P., sublet, transfer or assign the Contract or any part thereof or any interest therein or any benefit or advantage thereof in any manner whatsoever.

(b) CHANGES IN THE FIRM

- i) If the Contractor is a partnership firm, no new partners shall be introduced in the firm, except with the prior consent in writing to the DGM IN CHARGE, THE ORIENTAL INSURANCE CO.LTD, Regional Office, 4th floor, IDA Building, Race course Road, INDORE -452001, M.P., which will be granted only upon execution of a written undertaking by the new partner to prior the Contract and accept all the liabilities incurred by the firm under the Contract prior to the date of such undertaking.
- ii) If on the death or retirement of any partner of the supplier firm, the said partnership firm is dissolved before the complete performance of the Contract, the, OICL may at his option, cancel the Contract and in such case the Contractor shall have no claim whatsoever to any compensation against the purchaser.
- iii) If the contract is determined as provided in sub-clause (ii) above, notwithstanding the retirement or death of partner of the firm, the remaining partners shall continue to remain liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the Partnership Act has been sent by him to the OICL, RO Indore, by Registered/AD post.

c) CONSEQUENCES OF BREACH

Should the contractor or the Supplier firm or any partner of the firm commits breach of any of the conditions (a) or (b) of the above sub-clause, it shall be lawful for the OICL to cancel the Contract and purchase or to authorize the purchase of the stores contracted for at the risk and cost of the Contractor.

- (d)** The decision of the, OICL as to any matter or anything concerning or arising out of the sub-clauses or any question whether the Supplier or the Contractor firm or any of the partner(s) of the Supplier firm has committed a breach of any of the conditions contained in the sub-clause shall be final and binding on the Supplier and the Supplier cannot raise any objection thereto at any point of time.

26. PRECAUTIONARY MEASURES

- i) All items shall be supplied and all jobs should be carried out with due regard to the prescribed specifications and terms mentioned in the Supply Order/Purchase Order.
- ii) The Contractor shall take every care to see that the work or any portion thereof does not fall into the unauthorized hands.
- iii) The OICL shall not be bound by any oral or other representations sought to be made by any officer of the OICL. Only communication of the DGM IN CHARGE, THE ORIENTAL INSURANCE CO.LTD, Regional Office, Regional Office, 4th floor, IDA Building, Race course Road, INDORE -452001, M.P., shall have effect. This contract is the full and complete contract between the parties, and no prior discussions, negotiations, representations or other offers shall bind the parties. No variations of contract shall bind the parties unless it is in writing and signed by the REGIONAL MANAGER, THE ORIENTAL INSURANCE CO.LTD, Regional Office, Regional Office, 4th floor, IDA Building, Race course Road, INDORE.

27. If at any time after acceptance of the tender, OICL for any reasons whatsoever, does not require the whole or part of the supplies, the DGM IN CHARGE, THE ORIENTAL INSURANCE CO.LTD, Regional Office, Regional Office, 4th floor, IDA Building, Race course Road, INDORE -452001, M.P. shall be entitled to give a notice in writing to this effect to the supplier, intimating cancellation of the full or part of the quantity yet to be delivered and the supplier shall have no right to claim any payment of compensation or otherwise, whatsoever, on account of any loss direct or indirect suffered / to be suffered by him.

The Contract can be terminated by the OICL, at any time by giving 15 (fifteen) days notice in writing without assigning any reasons whatsoever.

28. EXTENSION OF TIME

- i) As soon as it is apparent to the Supplier(s) that the respective dates for completion of the supply cannot be adhered to, an application for extension of time shall be sent to the DGM IN CHARGE, THE ORIENTAL INSURANCE CO.LTD, Regional Office, Regional Office, 4th floor, IDA Building, Race course Road, INDORE -452001, M.P., well in advance without prejudice to the rights of OICL, under the Contract, about the failure to execute the Contract in proper time, as aforesaid, shall have arisen from any cause (including strikes, fire and accidents resulting in stoppage of work in the factory of the Supplier) etc. which the , OICL may decide as reasonable ground for any extension of time (and his decision shall be final). He may allow such additional time as he considers to be justified under the circumstances of the case on such terms and conditions as to the payment of liquidated damages or otherwise, including a term enabling the DGM IN CHARGE, THE ORIENTAL INSURANCE CO.LTD, Regional Office, Regional Office, 4th floor, IDA Building, Race course Road, INDORE -452001, M.P. to obtain supplies from elsewhere, during the said period of extension. The OICL may in such cases where an extension is given, direct that the Supplier shall pay as agreed, liquidated damages and not by way of penalty, such sum not exceeding 2% of the value of supplies which the Contractor(s) has/have failed to deliver as aforesaid, for each week or part of a week, during which the job may be in arrears and the decision of the , OICL, shall be final and binding and the amount so payable shall be recovered by

deduction from the bill(s) of the Supplier(s) or otherwise, as may be found necessary.

- ii). **All such delayed delivery effected without getting an extension of delivery period shall be deemed to have been accepted by the purchaser with the clear intention to levy liquidated damages not by way of penalty, under clause (i) of above.**
- iii) The pre-receipted bills (in triplicate) should be submitted immediately on completion of the supplies. The supplementary claim if any should also be preferred within 3 months of the last supply made. No request on this account will be entertained after that.
- iv) Extension of time may be considered after verification by OICL of reason/s for a delayed supply, if so desired.

29. INSOLVENCY AND BREACH OF CONTRACT

The OICL may at any time, by notice in writing summarily terminate the Contract without compensation to the Contractor in any of the following event, that is to say:

- i) If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a Receiver appointed on the Business or an order for administration of his estate made against him or shall take any proceeding for composition under Insolvency Act for the time being in force or make any conveyance or assignment or if the firm be dissolved under the partnership Act, or.
- ii) If the Contractor being a company is wound up voluntarily or by the order of a Court or Receiver, Liquidator or Special Officer or Administrator, or.
- iii) If the Contractor commits any breach of Contract not herein specifically provided for:

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue hereafter to the purchaser and provided also that the contractor shall be liable to pay to the OICL for any extra expenditure, he is thereby put to and the Contractor shall under no circumstances entitled to any gain or re-purchase.

30. FORCE MAJEURE:

The Supplier shall not be liable for forfeiture of its Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser 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 Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform his/her obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

31. PROCEDURE FOR SUBMISSION OF BILLS

After making each supplies, the pre-receipted bill in triplicate prepared on the basis of the accepted rates should be submitted to the DGM IN CHARGE, THE ORIENTAL INSURANCE CO.LTD, INDORE for necessary action together with receipted delivery vouchers duly signed and sealed by the custodian with date of installation for the supplies made. Payment of bills will be arranged through Accounts Division of this OICL. The OICL reserves the right to carry out a post payment audit of the contractor's bill including all supporting vouchers. The OICL further reserves the right to enforce recovery of any over-payment coming to light as a result of such audit, by any or all the methods prescribed above.

32. STELLMENT OF DISPUTES AND JURISDICTION

The disputes shall in the first instance be tried to resolve by mutual discussions between the parties within a period of two months failing which only regular courts of Indore M.P. only will have the exclusive jurisdiction to adjudicate upon the matter.

Supplies under the contract shall, if reasonably possible, continue during the legal proceedings and no payment due to or payable by OICL shall be withheld on account of such proceedings.

The venue of arbitration shall be INDORE and both the parties shall bear the cost of Arbitrate equally subject to the foregoing the courts at INDORE alone shall have jurisdiction in the matters arising from this contract.

33. NO WAIVER

No act of omission and commission of OICL shall constitute or deemed to have the effect of waiver of any right or entitlements of OICL in respect of this contract.

34. AUTHORITY

No communication, certificate, letter or other document issued for OICL shall have any effect for this contract unless it is issued by the DGM IN CHARGE, THE ORIENTAL INSURANCE CO.LTD, Regional Office, Regional Office, 4th floor, IDA Building, Race course Road, INDORE -452001, M.P. or under his authority.

35. CLARIFICATIONS OF BID DOCUMENTS:

A prospective bidder, requiring any clarification of the bid documents shall notify the Regional Manager, IT Department, Indore, in writing by FAX in the mailing address indicated in the invitation for bids. The Regional Manager, IT Department Indore, shall respond in writing to any request for clarification of the

bid documents, which he receives prior to the last date for the submission of bids.

36.

In case of any discrepancies of quoting rate in figures and words, the rate quoted in words will be considered.

37.

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

38.

Any effort by a bidder to influence The Regional Manager, IT Department, Indore, or any other officer authorized on his behalf with respect to the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

39. ANNULMENT OF AWARD:

Failure of the successful bidder to sign the agreement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Regional Manager, IT Department Indore, may make the award to any other bidder at the discretion or call for new bids.

40.

No advance payments request will be entertained in any case. The bill should be raised only after the delivery of the item. Further the bill will be paid on the receipt of delivery of the item. The bill should be raised only at Regional Office Indore.



ANNEXURE -III

THE ORIENTAL INSURANCE CO.LTD.

REGIONAL OFFICE: IDA Building 4 th Floor,
7,Race Course Road, Indore -452003 (M.P.)

REQUIREMENT

OICL intends to procure reputed brand Exide or Amara Raja batteries make with rack/stand make sealed maintenance free batteries with buyback option under in Annexure-IV from the manufacturers/authorize firm having ALL MP NETWORK. The requirement is for superior quality product as per details given below:

S No	Description	Quantity	Estimated cost.			
			Unit Price		Total Price(A-B)	
			In fig	In words	In fig	In words
1	Make- (for SMF VRLA Batteries)					
	(A) Exide or Amara Raja make Sealed Maintenance Free VRLA Battery Capacity-150 AH Voltage-12 V (With Buy-back scheme)	01				
a	(B1)Buy-back rate(42 AH)	01				
b	(B2)Buy-back rate(75 AH)	01				
c	(B3)Buy-back rate(70 AH)	01				
2	Make- (for Inverter battery Batteries)					
	Exide or Amara Raja make Inverter Tubular lead Acid Battery Capacity-150 AH Voltage-12 V (With Buy-back scheme)	01				
a	(B1)Buy-back rate(150 AH)	01				

The actual quantity required may vary as per the need of the OICL from time to time.

SPECIFICATIONS AND ALLIED TECHNICAL DETAILS

OICL requires the batteries of following specifications at OICLs locations (on-site) of THE ORIENTAL INSURANCE CO.LTD Network is "As is where is basis" with buy back scheme during the year 2011-12 to be supplied as and when required in lots to be specified by the OICL.

REQUIREMENTS (Approximate)

Make- Exide or Amara Raja or equivalent quality having all India Dealers Network.
Sealed Maintenance Free Battery & Inverter Tubular lead Acid Battery

Capacity-75 AH,65AH / 150 AH (ITB)
Voltage-12 V (With Buy-back scheme)

Firm should furnish the specifications on the samples of the product, which they are authorities to supply and quoting for-

- a). only the Reputed make SMF **Batteries** as above may be quoted. The name of the brand and specification be given in each Batteries.
- b). the detailed delivery schedule will be intimated to the tenderer as per requirement of THE ORIENTAL INSURANCE CO.LTD/OICL from time to time. This is not to be treated as commitment on the part of OICL as this is liable to vary and is given only as a rough estimate.
- c). The Terms and conditions of Supply Order are summarized and enclosed in Annexure-II.
- d). Tenders in the prescribed form should be submitted along with the Earnest Money Deposit of ₹ 20,000/- for Batteries in the form of a Demand Draft drawn in favor of THE ORIENTAL INSURANCE CO.LTD, payable at INDORE. Tenders not accompanied by the Earnest Money specified are liable to be rejected summarily.
- e). The tenders in the prescribed form superscripted on the envelope "Tender for supply of UPS & Inverter Batteries" may be submitted in a double sealed covered addressed to the DGM IN CHARGE, THE ORIENTAL INSURANCE CO.LTD, Regional Office, 4th floor, IDA Building, Race course Road, INDORE - 452001, M.P. so as to reach this office by 2:00 p.m. on **10/07/2015**.
- f). the location in terms of state, district, block and numbers of sites where the requirement made by THE ORIENTAL INSURANCE CO.LTD/OICL to supply of the batteries and installation mentioned in Annexure V.

Annexure V

List of locations of OICL Offices/properties in M.P.

OICL - RO INDORE -MP - Locations		
INDORE	BHOPAL	JABALPUR
DEWAS	SEHORE	CHHINDWARA
DHAR	VIDISHA	KOTMA
PITHAMPUR	ITARSI	CHAURAI KHAS
MANAWAR	HARDA	SAUSAR
RAJGARH (Dhar)	HOSHANGABAD	Vehicle Factory Jabalpur
MHOW	RAISEN	DHANPURI
UJJAIN	SARNI	AMARWADA
BIAORA	MANDIDEEP	SATNA
SARANGPUR	LATERI	REWA
PACHORE	BARI	DEVENDRANAGAR
RATLAM	KHANDWA	AMARPATAN
NEEMUCH	BURHANPUR	MANGAWAN
MANDSAUR	KHARGONE	GWALIOR
MANASA	SENDHWA	MORENA
JAORA	SHAHPUR	GUNA
PETLAWAD	RAJPUR	SABALGARH
PIPLIYAMANDI	SAGAR	CHACHAURA BEENAGANJ
SAILANA	DAMOH	SHIVPURI
MEGHNAGAR	KATNI	DABRA
SHAMGARH	BINA	ASHOKNAGAR
SITAMAU	NIWARI	

Note : Locations may increase/decrease with in Madhya Pradesh.

Technical Bid Form

a). Item/items quoted for with buy back scheme:

Make- Exide or Amara Raja
Sealed Maintenance Free Battery
Capacity-75 AH / 150 AH (ITB)
Voltage-12 V

Full name of the Firm:

Address of the tenderer:

E-mail:

Mobile no:

Phone no:

Fax no:

1. I/we hereby offer to supply the UPS & Inverter Batteries as per quotation to this tender hereto portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this **offer open for a period of two years from the date of opening/approval of the tender**. I/we shall be bound by a communication of acceptance issued by you.
2. I/we have understood the Instruction to Tenderers and Terms and Conditions of Contract in the form as given in the Annexure-II to the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the paper required and my/our offer is to supply the paper strictly in accordance with the specifications and requirements.
3. A Draft/Pay order for ₹1000/- drawn in favor of THE ORIENTAL INSURANCE CO.LTD and payable at INDORE is enclosed (in case the tender document is downloaded from the website).

4. The following have been added to and form part of this tender,
- a. Certificate of dealership authorize by company
 - b. Annexure-II to this tender containing the terms and conditions duly signed and stamped on each page, in token of acceptance of the Terms and Conditions.
 - c. Copy of P.A.N. and details of Income-tax registration.
 - d. Financial Bid Form in a separate sealed envelope by super scribing on the envelope – “Financial Bid for Batteries of OICLs under THE ORIENTAL INSURANCE CO.LTD Network”.
 - e. Copy of last audited balance sheet/ Income tax clearance certificate
 - f. Any other enclosure (Please give details) as per point 14 of Annexure II.
5. I/We do hereby undertake that until the formal supply order is placed on us, this bid together with the written acceptance thereof and placement of letter of intent awarding the supply order, shall constitute a binding contract between us.

Yours faithfully,

(Signature of Tenderer)
 Name of Authorised Signatory
 Address.....

.....

Dated:

Seal of Firm

FINANCIAL BID FORM**(RATE SHEET)**

Date:

(Enclose in a separate envelop.)**TENDER FOR THE SUPPLY OF UPS batteries with buy back scheme:****Make-** Exide or Amara Raja

Sealed Maintenance Free Battery

Capacity-75 AH

Voltage-12 V (With Buy-back scheme)

Conforming to characteristic and requirement given in Annexure-III & IV of the tender document.**The total required quantity given in Annexure-III of the tender document.**

S.No.	Descriptions of the items quoted	Rate (Unit Price)
1.	Make- Exide or Amara Raja Sealed Maintenance Free Battery(for 5 KVA UPS at OICL locations- 16/ batteries per location)- Capacity-65 AH-12 Volt 75 AH-12 Volt	Rs. _____ (Rupees _____ _____ _____
2.	Buy-back rate 65/75/42 AH	Rs. _____ (Rupees _____ _____ _____

Delivery Schedule:

1. Period within which the supply can commence after 2 Days issuance of confirmed supply order

The rate quoted should be on FOR destination of THE ORIENTAL INSURANCE CO.LTD Network OICLs locations (on-site) as mentioned in Annexure V and the firm will bear all expenses like taxes, transportations, labour charges etc. for supplying the batteries with buy back scheme to THE ORIENTAL INSURANCE CO.LTD/OICL including all loading and unloading charges.

Name and Signature
Of authorized signatory
Seal

Place: Indore

Date:

QUALIFICATION/TECHNICAL BID

BID PARTICULARS FOR TENDER NO: OICL/HO/ITD/BATTERIES/2015-01 DATED: 26.05.2015

- 1. Name of the Bidder** : Enclosed: Yes/No
with Full Address, Telephone No. & email
- 2. Name & Designation of the** : Enclosed: Yes/No
Contact Person with Full Address, Telephone No., Fax No. & Email
- 3. Annual Turnover (Rs. In 15 Lacs)** : Enclosed: Yes/No
For Sale of batteries for FY 2013-14
Please enclose documentary proof
- 4. Income Tax PAN No.** : Enclosed: Yes/No
- 5. Bank A/c No. & Bank details with IFSC code** : Enclosed: Yes/No
- 6. EMD Particulars** : Enclosed: Yes/No
- 7. VAT Particulars** : Enclosed: Yes/No
- 8. List of Clients in the category of**
PSUs/FIs/Central Government/ State Government : Enclosed: Yes/No
(Please enclose list of minimum 2 such clients with full address and Contract Amount)

9.

We agree to the terms and conditions of the tender and we do hereby agree to supply as per these terms and conditions.

Name of Bidder:
Signature
Company seal
Date