

Tender/EOI No.: OICL/HO/MOT/OD/RSA

Date of Issuance of Tender: 9th January, 2021

**Tender Document for
Empanelment of vendor for Roadside Assistance**



The Oriental Insurance Co. Ltd

Registered Office: Oriental House, A-25/27, Asaf Ali Road, New Delhi - 110002

CIN NO. : U66010DL1947GOI007158

(The Tender Document Consists of 18 pages)

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The Oriental Insurance Co Ltd
Registered Office: Oriental House, A-25/27, Asaf Ali Road, New Delhi - 110002
Head Office: The Oriental Insurance Co. Ltd, 1st Floor,
88 Janpath, New Delhi – 110001,
CIN NO. : U66010DL1947GOI007158

Expression of Interest

Chief Manager, Motor Department, The Oriental Insurance Company Limited(hereafter OICL), one of the largest Non-Life Public Sector Insurance Company, invites Sealed Tenders on 'Two Bid System' as mentioned hereunder in the attached prescribed format from reputed Agencies providing road side assistance (hereafter to be called RSA).

Interested Agencies may submit bids in two separate envelopes duly superscribed as “Technical Bid” and “Financial Bid”. Both these bids should be put in one big envelope superscribed “**Expression of Interest for Road side Assistance**”. The Bidder/Tenderer is requested to sign all the papers comprising Technical Bid, Financial Bid and all the Annexures attached.

The Bidder/Tenderer is requested to quote rates in the 'Financial Bid' keeping in view the terms and conditions of this Tender Document and the tender is liable to be rejected if any change in the terms and conditions is proposed. The Bidder/Tenderer has to submit Earnest Money Deposit of Rs. 50,000/- (Rupees fifty thousand only) in the form of Demand Draft / Bankers' Cheque, from a scheduled commercial bank, drawn in favour of **The Oriental Insurance Company Limited, payable at Delhi along with the Technical Bid. Tenders without the Earnest Money Deposit will be summarily rejected.**

Interested Agencies providing road side assistance services can download the detailed Tender Document, containing detailed Terms and Conditions, Eligibility Criteria, Technical Bid, Financial Bid and Annexures to be attached with bids, free of cost at The Oriental Insurance Company Limited's website: <https://orientalinsurance.org.in>

The time schedule of tendering is specified below:

Date of Publication	The tender document will be available free of cost at The Oriental Insurance Company Limited's website: https://orientalinsurance.org.in
Availability of Tender Document on OICL website	9 th January-2021
Date of Tender Submission	on or before 25 th January-2021 by 05.30 PM.
Presentation Date	27 th January-2021 11:00 AM
Opening of Technical Bid	27 st January-2021 AFTER 03:00 PM
Opening of Financial Bid	To be intimated through mail
Contact Phone	011-43659804
Contact e-mail ID	debasismohanty@orientalinsurance.co.in

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All amendments/information with respect to this Tender will be uploaded on the Company's Website www.orientalinsurance.org.in and notice thereof will not be published in any newspaper. All Tenderers are, therefore, advised to visit the website regularly for updates. The Oriental Insurance Company Limited, reserves the right to reject any or all Tender(s) without assigning any reason, whatsoever.

Scope of Work

The scope of the work for the vendor i.e. service provider will be to provide roadside assistance to private cars, two wheelers and commercial vehicles (other than trade policies) at the time of accident or otherwise, to those Insured's who have availed Roadside Assistance Cover from **OICL** while buying motor policy, which will be as under:

A. Coverage

Under this cover/service offering, the Insured is to be provided one or more of the following services:

- 1) Breakdown Support over phone
- 2) On site Minor Repair *
- 3) Delivery of duplicate keys within a distance of 25 kms from Registered Address in policy
- 4) Retrieval of key from locked vehicle
- 5) Flat tyre support
- 6) Battery Jump start
- 7) Fuel delivery (charges for fuel to be borne by the customer)
- 8) Towing for mechanical & electrical breakdown one-way up to a maximum distance of 25kms
- 9) Towing for accidental cases one-way up to a maximum distance of 25 km
- 10) Arranging Extrication or winching service at policy holders' cost.

* Minor Repairs shall mean repairs which can be carried out at the location of breakdown/accident, requiring no spares and would require less than 45 minutes of labour time.

(DEBASHIS MOHANTY)
CHIEF MANAGER

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ELIGIBILITY CRITERIA

- The Bidder/Tenderer should have an established Office Premises having necessary infra-structure and sufficient man-power on its rolls so as to provide immediate, satisfactory and efficient services on 24x7 / 365 days a year basis. Tenders received from Bidders not having an established Office Premises with necessary infrastructure and man-power on its rolls will not be accepted and will be treated as rejected.
- The Bidder/Tenderer should have a 24x7 / 365 days a year Helpline Numbers and E-mail support to receive communication from our prospective customers.
- A self-certified Experience Certificate is to be provided by the Bidder showing the name and number of companies to which RSA services are being provided by the Bidder and years of experience of the Bidder in providing RSA service.
 - I. Minimum 3 years of experience is required.
 - II. The Bidder should be currently providing services to 2 insurers (Public/Private).The certificate from these insurers stating that the bidder is providing satisfactory services is mandatory.
 - III. The bidder should be providing RSA services in a minimum of 20 states/UTs.
 - IV. Success rate of providing RSA services should be minimum 75%.
- Minimum paid –up capital shall be Rs 50 lakhs.
 - a. Documentary evidence corroborating fulfillment of each eligibility criteria must be submitted.
 - b. Relevant portions of supporting documents in **Annexure I** that shows compliance with each eligibility criterion must be highlighted.
 - c. If bids are not accompanied by all requisite documents, the same shall be summarily rejected.
 - d. Undertaking for subsequent submission of required documents will not be entertained under any circumstances. **OICL** reserves the right to seek clarification(s) on the documents already submitted for successful candidates.
 - e. The Company will debar Bidders/Tenderers having relatives working in The Oriental Insurance Company Limited from tendering in any capacity. A Non-relationship Certificate is required to be submitted as per **Annexure IV** of the Tender Document.
 - f. A certificate of not having been blacklisted as per **Annexure V**

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OICL reserves the right to verify the documents. In case of forged or fraudulent documents, the technical bid and consequently candidature of the bidders shall be summarily rejected.

GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS FOR BIDDERS

- The Company reserves the right to empanel one or more agencies for providing services as mentioned in the Tender Document.
- The company reserves the right to include/exclude classes of vehicles/zone or client eligible for RSA services during the tenure of the contract.
- The Tenders/Bids should be valid for a period of at least six months from the date of opening of Financial Bid of tender.
- The duration of the Empanelment of Agency will be for an initial period of three years from the date of empanelment of the firm with a provision to extend the empanelment for a further period of three years on the same terms and conditions on providing satisfactory and efficient services. The rates of Service Charges quoted by the Bidder/Tenderer should be valid for a period of three years from the date of empanelment.. The rate of Service Charges shall remain fixed during the currency of Empanelment for an initial period of three years and no revision in rates will be permitted. In case of extension of contract beyond three years the rates shall be decided on mutual negotiation.
- The Tenders are invited on Two Bid System i.e. **Technical Bid and Financial Bid**. The Bidder/Tenderer is required to put Technical Bid in sealed Envelope No. 1 along with documents and Financial Bid in sealed Envelope No. 2. The Bidder/Tenderer is required to clearly indicate on these sealed envelopes their name, address and contact details.
- Both the sealed envelopes superscribed as Envelope No. 1 "Technical Bid" and Envelope No. 2 "Financial Bid" should be kept in a big Envelope No. 3. This sealed Envelope No. 3 superscribed as "**Expression of Interest for Road side Assistance**" and **addressed to Shri Debashis Mohanty, Chief Manager, Motor Deptt., The Oriental Insurance Company Limited, 88, Jan Path, New Delhi, shall be**

Submitted through regd. Post

OR

Deposited by hand in the Tender Box placed at above address on or before 25/01/2021 by 5.30 PM.

- The Tenderer/Bidder has to submit Earnest Money of Rs. 50,000/- (Rs. Fifty Thousand Only) through Demand Draft / Bankers' Cheque, from a scheduled commercial bank in favour of "The Oriental Insurance Company Limited" payable at New Delhi along with the Technical Bid and same should be put in the envelop 1 of the technical Bid. Tenders received without the Earnest Money Deposit will be deemed rejected. At the back of the Demand Draft, the name of the Bidder/Tenderer should be clearly written with the caption "**Expression of Interest for Road side Assistance**"

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The Earnest Money Deposit shall be forfeited by the Company in case:

- i. The Bidder/Tenderer withdraws his Bid/Tender during the Bid/Tender Validity Period; or
 - ii. The Bidder/Tenderer makes any statement or encloses any form/document which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or
 - iii. If the successful Bidder/Tenderer fails to comply with all the terms and conditions of the Tender Document and fails to accept the contract.
 - iv. The Successful Bidder/Tenderer fails to comply with the GST and other rules and regulations set forth by Government.
- The Bidder/Tenderer shall not assign the contract or any part thereof to any other Agency without the prior written consent/approval of the Company. The Bidder/Tenderer shall also not Sub-let the work or part thereof except with the prior written consent of the Company and such consent, even if provided, shall not relieve the Bidder/Tenderer from any liability or any obligation under the contract.
 - The successful Tenderers/Bidders, on Empanelment shall be required to deposit an amount of Rs. 2,00,000/- (Rupees Two Lacs Only) as Security Deposit with the Company through Demand Draft / Bankers' Cheque, from a scheduled commercial bank in favour of The Oriental Insurance Company Limited payable at New Delhi within 10 days from the date of receipt of Letter of Empanelment. The EMD of the successful Bidders/Tenderers will also be merged with the Security Amount. Thus total Security Amount of Rs. 2,50,000/(Rs. Two Lacs Fifty Thousand Only) will remain with the Company during the currency of Empanelment of the Bidders/Tenderers and no interest will be paid on this Security Deposit Amount. This Security Amount will be refunded to the Bidders/Tenderers on completion/termination/cancellation of the Empanelment after deducting any dues payable to the Company on whatsoever account subject to Bidders/Tenderers submitting a "No Dues" Indemnity Bond on a non-judicial stamp paper of requisite value duly notarized as per specimen given in Annexure VII of the Tender Document.
 - The copies of the documents mentioned in the Eligibility Criteria, Technical Bid, Annexures and other necessary documents are required to be attached with the "Technical Bid" to be eligible for opening of "Financial Bid" as these documents will help in evaluating the Technical Bid of the Bidders/Tenderers.
 - Earnest Money Deposit of unsuccessful Bidders/Tenderers will be refunded within 30 days from the date of opening of Financial Bid of Tenders except of the Qualified Bidders.

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- Unsealed tenders will not be accepted. The tender received in any manner other than prescribed above shall be summarily rejected. Any tender received after the scheduled date and time of receipt shall not be considered. The Company will not accept any responsibility for the tenders lost in transit or delivered elsewhere and as such the tenders lost in transit or delivered elsewhere will not be considered and will be treated as rejected.
- At first instance only “Technical Bid” will be opened on the scheduled date and time given in the “Notice Inviting Tender”. The Technical Bids will then be evaluated on the basis of documents/information furnished, eligibility criteria and presentation by the bidders before the Committee. Non-participation in the Technical Bid presentation on the designated date, time & venue will lead to summary disqualification of the bid.
- The “Financial Bid” of only those Bidders/Tenders who qualify in their “Technical Bid” and presentation will be opened and “Financial Bid” of those Bidders/Tenderers whose “Technical Bid” is not qualified will not be opened. The date and time of opening of “Financial Bid” shall be up-loaded on Company's Website and shall be intimated to individual qualified bidders through their E-mail address provided in the Tender Document. All Tenderers/Bidders are, therefore, advised to visit our company's website regularly for updates.
- All rates and amount shall be written both in figures and in words and shall be indicated in Indian Rupees Only. All over-writings/corrections should be duly signed by the Bidder/Tenderer. All the pages of the Tender Document and documents attached with Technical Bid should bear the signature, stamp and date of the authorized representative of the Bidder/Tenderer.
- Each Bidder/Tenderer will submit only one tender
- Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of the Land. Such action will result in the rejection of bid, in addition to other punitive measures.
- The Company may, at its discretion, extend the deadline for submission of Tenders/Bids in which case all rights and obligations of the Company and the Tenderer/Bidder will be the same. The information thereof will be available on the Company's Website and Notice thereof will not be published in any newspaper. All Tenderers/Bidders are, therefore, advised to visit the website regularly for updates.
- Arithmetical errors will be corrected on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the amounts in Words and Figures, the amount in Words will prevail. If the Bidder does not accept the correction of the errors as above, the Bid will be rejected and the amount of Bid Security will be forfeited.

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- The Bidders/Tenderers are required to submit “Letter of Acceptance” in this regard as per specimen enclosed as **Annexure VI** and non-compliance of the above requirement or any requirement given in this Tender Document and any deviation in compliance of the requirement mentioned in the Tender Document will be treated as a default in providing satisfactory services. In such an event, the Company reserves the right to cancel the Work Order given to Bidders/Tenderers and the Security Deposit deposited with the Company by such Bidder/Tenderer will be forfeited.
- If the Bidder/Tenderer deliberately/knowingly provides wrong/false information/credentials / documents in support, OICL reserves the right to terminate the contract at any stage, forfeit the EMD/Security Deposit and other dues of the Bidder/Tenderer, if any, and to take any other action as may be deemed fit.
- The Contract with the Bidder/Tenderer can be cancelled by the Company by giving one month's notice in writing without assigning any reason, whatsoever.
- In case the Tenderer/Bidder desires to cancel the contract, they are required to give three months' notice in writing to the Company otherwise the Security Deposit lying with the Company will be forfeited and not refunded.
- Uninterrupted RSA services shall be provided by the service provider to all applicable policies underwritten within the tenure of the agreement between the service provider & OICL for the whole of policy period of the said policies notwithstanding cancellation/termination of the aforementioned agreement before the expiry of the said policies.
- The Oriental Insurance Company Limited, New Delhi, reserves the right to reject/cancel any or all the tenders without assigning any reason, whatsoever.
- All disputes/complaints shall be subject to New Delhi jurisdiction.
- If any dispute or difference of any kind whatsoever shall arise between the Company and the Bidder/Tenderer, arising out of the Empanelment Contract for providing services whether during the contract period or after the contract period or whether before or after the termination, abandonment or breach of the Empanelment Contract, it shall in the first place, be referred to and settled by the General Manager (Motor), who within a period of thirty (30) days after being requested by either party to do so, shall give his written decision to the Company and the Bidder/Tenderer.
- **ARBITRATION** In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration by OICL or an Arbitrator appointed by them specifically for resolution of dispute/difference under this contract. The arbitration shall be conducted under the Indian Arbitration and Conciliation Act, 1996, and any amendments thereof.

The venue of the arbitration proceedings shall be The Oriental Insurance Company Limited, Head Office, A-25/27, Asaf Ali Road, or any such other place as the arbitrator may decide within New Delhi.

Debashis Mohanty
(Chief Manager)

Annexure I- Eligibility Criteria

Sl. No.	Criteria	Required criteria	Documents Submission Checklist	Page No. of Bid
1	The bidder should produce a certificate of registration from concerned authority as applicable for a company.	ROC Certificate		
2. A	A self-certified Experience Certificate is to be provided by the Bidder showing the name and number of companies to which RSA services are being provided by the Bidder and years of experience of the Bidder in providing RSA service.	3 years		
2.B	Certificate from at least two insurers stating satisfactory rendering of RSA services in the last three financial years	Certificate from two insurers		
3	Bidder should provide a Power of Attorney on stamp paper in the name of designated authorized signatory. All pages of EO/Tender document have to be signed by Authorized signatory.	POA		
4	The bidder should have a valid PAN number from Income Tax department. Valid copy of PAN to be submitted along with Technical bid.	PAN Card copy		
5	Income-Tax Returns for last three financial year FY 2018-2019 FY 2017-2018 FY 2016-2017	Copy of Returns filed		
6	Paid Up Capital (minimum Paid up capital requirement is Rs 50 lakh)	Proof of Paid up capital		

7	The bidder must have valid registration with GST Department. The bidder should have cleared his GST dues up to 31 st March 2020 to the Government. (Certificate from CA mentioning that the firm has no GST dues as on 31 st March 2020)	GST Certificate & CA Certificate		
8	Bidder to submit a self-certified list of cities where RSA facility is being provided by them.	List of cities		
9.	Demand Draft/Banker's Cheque for INR 50,000 drawn in the name of OICL payable at New Delhi for EMD	Instrument Number Date		
10.	Non-relationship certificate, Not blacklisted certificate & Acceptance Letter	Issuing bank Annexure IV, V & VI respectively		

Checklist of Documents to be given with Technical Bid:

1. Annexure I along with all enclosures duly certified by authorized signatory.
2. DD/Banker's cheque for EMD. Instrument to have tender reference duly written on the back.
3. Annexure II along with corresponding enclosures duly stamped & signed by authorized signatory.
4. All pages of Tender document (Incl. EOI) as above duly stamped & signed by authorized signatory as proof of acceptance.

ANNEXURE II- TECHNICAL BID

Sl. No	Subject	Details
1.	Name of Roadside Assistance Service Provider(Bidder)	
2.	Registered Office Address Contact Address, Contact No. Email ID	
3.	Year of Establishment	
4.	Status of the firm (Please Tick)	
5.	Details of ISO certifications for RSA services, if any	
6.	<p>Infrastructure Details on:</p> <ul style="list-style-type: none"> ● Availability of toll free number ● Channels of call logging: <ul style="list-style-type: none"> ○ Manual call handling ○ Interactive Voice Response system ○ Mobile based application (android/iOS/and other platforms) ○ RSA through <u>Whatsapp</u> ○ Integration with OICL App/ Systems ● Number of call centers in India ● Details of call centers locations ● Availability of personnel with proficiency in English, Hindi and other local languages ● Facility for providing 24 x 7 service ● Provider's Case Management tool access to OICL for real-time view / monitoring of cases ● Real-time Access to Call Recordings ● Number and name of cities where Roadside Assistance can be provided. ● Details of the fleet of vehicles available in the service provider's disposal for providing roadside assistance. 	

ANNEXURE II- TECHNICAL BID

7.	<p>Experience</p> <p>Details on:</p> <ul style="list-style-type: none"> • Volumes of business with Bidder in previous three financial years. • Name of companies to which Roadside Assistance service is already being provided by the Bidder (Proof to be attached) • Number of calls logged in the system in previous three financial year • Number of unanswered calls in previous three financial years. • Major reasons for failure in attending a call and methods of suitable actions taken usually in such circumstances. • Number of successful instances of providing roadside assistance (in previous three financial years). • Number of instances where Roadside Assistance could not be provided after call is logged (in previous three financial years) • Major reasons for failure in providing Roadside Assistance and suitable actions taken thereafter • Whether blacklisted/debarred in the last three years by any insurance company/OEM. (If any, please provide details) 	
8.	<p>Any additional service provided by service provider which can help in getting the benefit of roadside assistance program</p>	

ANNEXURE III: Financial Bid

Bidder Name:

On Total Number of Policies issued by the company in the financial year 2019-20

Number of Two-wheeler Package Policies issued in FY 2019-20: **3,068,819**

Number of Pvt. Car Package Policies issued in FY 2019-20: **1,239,584**

Number of Commercial Vehicles (Other than Trade Policies) Package Policies issued in FY 2019-2020: **6,29,163**

Rate per policy per annum for Two-Wheeler	Rs.
Rate per policy per annum for Private Car	Rs.
Rate per policy per annum for Commercial vehicles PCCV < 9 seating capacity All others	Rs.

**SIGNATURE OF BIDDER/TENDERER
WITH DATE AND RUBBER STAMP**

ANNEXURE IV

FORMAT OF NON-RELATIONSHIP CERTIFICATE (To be submitted on the Letter Head of the Bidder/Tenderer)

I / We / Our organization, _____
including our Partners / Share-holders / Directors hereby certify that none of my / our
relative(s) is / are employed in The Oriental Insurance Company Limited.
In case at any stage, if it is found that the information given by me / us is false /
incorrect,
The Oriental Insurance Company Limited shall have the absolute right to take any
action as deemed fit without any prior intimation to me / us.

Signature of the Tenderer with Seal _____

Name of the Tenderer _____

Date _____

ANNEXURE V

SPECIMEN OF UNDERTAKING REGARDING

NON-BACKLISTING/PROSECUTION OF THE FIRM (To be submitted on the Letter Head of the Bidder/Tenderer)

Date : _____

TO WHOMSOEVER IT MAY CONCERN

I / We / Our organization, M/s

hereby undertake and declare that neither me nor our Organization including our Partners /Shareholders / Directors were ever blacklisted / prosecuted by any government department / statutory body(ies) / Public Sector Undertakings in any State or by any Court of Law.

**SIGNATURE OF BIDDER/TENDERER
WITH DATE AND RUBBER STAMP**

ANNEXURE VI
ACCEPTANCE LETTER
(On the Letter Head of the Applicant)

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

Dear Sir,

**Re: Acceptance of Terms and Conditions and Procedure for
Submission EOI/tender to provide RSA Services**

The Tender Document for Empanelment of Authorised Agencies to provide RSA services floated by The Oriental Insurance Company Limited have been downloaded through their Website by me / us.

I / We have gone through and read the entire terms and conditions, scope of services, cancellation clause & allied matters.

I / We declare and agree that I /We will abide by the all the terms and conditions/clauses and will not deviate from compliance of any of the requirements. In case any provision of the tender is found violated, I / We agree that the tender shall be liable to be rejected and The Oriental Insurance Company Limited shall, without prejudice to any other right or remedy, will be at liberty to forfeit the Earnest Money absolutely deposited by me / us along with the tender documents and Security Deposit absolutely deposited by me / us upon award of contract to me / us.

I / We hereby unconditionally accept all the terms and conditions/clauses and submit a DD/Banker's cheque towards EMD numbered _____ dated _____ drawn on _____ payable at New Delhi.

Thanking you,
Yours faithfully,

SIGNATURE OF BIDDER/TENDERER
WITH DATE AND RUBBER STAMP

ANNEXURE VII
NO DUES CERTIFICATE
(Please do not submit this Indemnity Bond now)

(To be submitted when the Contract is cancelled/Terminated/Completed for refund of Security Deposit)

DEED OF INDEMNITY EXECUTED IN FAVOUR OF THE ORIENTAL INSURANCE COMPANY LIMITED

(ON NON-JUDICIAL STAMP PAPER OF RS. 100/- DULY NOTARIZED)

This deed of Indemnity executed on _____ at New Delhi by Shri/Smt _____ on behalf of (Name and address of the RSA Service Provider) (herein referred to as the Service Provider) favouring The Oriental Insurance Company Limited. (herein referred to as the OICL having its registered and corporate office at Oriental House, A- 25/27, Asaf Ali Road, New Delhi, witness as follows :-

- (1) The Service Provider had been working for the OICL, New Delhi, as authorized RSA service provider services.
- (2) The Service Provider has made a EMD of Rs. _____ only for providing RSA services
- (3) The Contract has been completed/terminated by the OICL / Cancelled by the OICL /Service Provider with effect from _____.
- (6) The Service Provider hereby confirms that he has received all the payments in respect of RSA services provided.
- (7) The Service Provider undertakes to return any excess charges made upon OICL detected subsequent to refund of EMD.

In witness whereof the Service Provider has signed his deed of indemnity at the place and date above mentioned in presence of following witness :

Witness
Signature

Name
Address

Signature of the authorized signatory

Name
Address