

TENDER DOCUMENT

FOR EMPANELMENT OF FIRMS FOR

PROVIDING COURIER SERVICES

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

TELEPHONE NO. : 011-43659130.

CIN NO. : U66010DL1947GOI007158

(Tender Documents consists of 29 Pages)

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NOTICE INVITING TENDER FOR EMPANELMENT OF FIRMS
FOR PROVIDING COURIER SERVICES

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

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

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

Interested firms/establishments can obtain the detailed Tender Document, containing detailed Terms and Conditions, Eligibility Criteria, Technical Bid, Financial Bid and Annexures to be attached with bids, against a written request on their own letter head from the Office of Chief Manager, The Oriental Insurance Company Limited, Oriental House, A-25/27, Asaf Ali Road, New Delhi, along with Cash payment / submission of a non-refundable Demand Draft only of Rs. 590/- (Rupees Five Hundred Ninty Only) drawn on any Nationalized / Scheduled Bank in favour of “The Oriental Insurance Company Limited” payable at New Delhi on all working days (Monday to Friday) between 10.00 A. M. to 3.30 P. M. The time schedule of tendering is specified below :-

1	Issue of Tender Document	From 22/01/2018 to 09/02/2018 between 11.00 AM to 4.00 PM on all working days (Monday to Friday).
2	Tender Document Fee (Non-refundable)	Rs. 590/- (Rupees Five Hundred Ninety Only).
3	Last Date and Time for submission of Tender	16/02/2018 upto 4.00 PM.
4	Date and Time of opening of Technical Bid.	19/02/2018 at 11.00 AM.
5	Date and Time of opening of Financial Bid.	Will be intimated to the Technically qualifying bidders at a later date.
6	Earnest Money Deposit (EMD).	Through Demand Draft only of Rs.10000/- (Rupees Ten Thousand Only) to be placed in the sealed Envelope of “Technical Bid”. Payment of E.M.D. Through any other mode is not acceptable.

The Tender Document can also be downloaded from the website www.orientalinsurance.org.in and the same will be accepted along with the Tender Fee of Rs. 590/- (Rupees Five Hundred Ninty Only) through a separate Demand Draft Only drawn on any Nationalized / Scheduled Bank favouring “The Oriental Insurance Company Limited payable at New Delhi which is required to be placed in the envelope containing Technical Bid.

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

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

CHIEF MANAGER

THE ORIENTAL INSURANCE COMPANY LIMITED
A-25/27, ASAF ALI ROAD, NEW DELHI.
TELEPHONE NO. : 011-43659130
CIN NO. : U66010DL1947GOI007158

ELIGIBILITY CRITERIA

1. The Bidder/Tenderer should be based at Delhi/New Delhi and operating their business from Delhi/New Delhi. **Attach photo-copy of proof.**
2. The Bidder/Tenderer should have a proper established office premises having necessary infra-structure and sufficient man-power on its rolls so as to provide immediate, satisfactory and efficient courier services. Tenders received from Firms/establishments operating from residential premises and not having proper established office premises having necessary infra-structure and manpower on its rolls shall be rejected. The decision of Dy. General Manager, Establishment Deptt., The Oriental Insurance Company Limited, in this regard shall be final and binding on the Bidders/Tenderers.
3. The Bidder/Tenderer are hereby informed that the company will arrange inspection of the office premises and infra-structure facilities of Bidder/Tenderer through a Committee of Officials of the Company and/or through an Investigator appointed for the purpose to verify the existance and status of firm/establishment with necessary infra-structure facility in providing satisfactory and efficient courier services so as to take a decision about the qualification of Technical Bids of Bidder/Tenderer. The decision of Dy. General Manager, Establishment Deptt., The Oriental Insurance Company Limited, in this regard shall be final and binding on the Bidders/Tenderers.
4. The Bidder/Tenderer **should have a minimum experience of five years in the field of providing courier services.**
5. The Bidder/Tenderer should have a valid PAN Number issued by Income Tax Authority. **Attach photo-copy of PAN Card.**
6. The Tenderer/Bidder should be registered with Goods & Service Tax Authority and should have a valid GST Number issued by Statutory Authority and should be ready to issue GST Compliant Bills/Invoices for release of payment. **Attach self-attested photo-copy of GST Registration with GST number.**
7. The Bidder/Tenderer should have rendered satisfactory courier services to **atleast two** Public Sector Insurance Company / Public Sector Bank / Central or State Government Undertaking / Autonomous Institute / Corporate Establishment of repute having minimum paid-up capital of Rs. 25 Lacs during the last three years

Financial Years. **Attach Certificate of Experience and providing satisfactory Courier Services from concerned Establishments/Companies.**

- 8.** The Bidder/Tenderer should have a **On-line Developed Software available on its Official Website so as to enable the Company to track status, date and time of delivery of each consignments** handed over for delivery to the Bidder/Tenderer. Soft copy of Daily Feedback of deliveries/status of consignments will be required to be submitted by the Bidder/Tenderer.
- 9.** The Bidder/Tenderer should furnish List of Clients to whom satisfactory courier services are given by them **during the last three financial years i.e. 2014-15, 2015-16 and 2016-17. Attach Certificates from concerned Clients/Companies. Attach list of present and past clients as per Annexure III.**
- 10.** The Bidder/Tenderer should have **minimum average annual turn-over of Rs. 25 Lacs and should have earned profit** during the last three financial years i.e. **2014-15, 2015-16 and 2016-17. Attach Certificate from Chartered Accountant in this regard as per format given in Annexure IV.**
- 11.** 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 II** of the Tender Document.
- 12.** The Bidder/Tenderer will have to submit “Acceptance Letter” on its Letter Head as per specimen given in **Annexure V.**
- 13.** The Tenders from Individual / Firm / Organization including its Partners / Shareholders / Directors who have been blacklisted / prosecuted by any departments / statutory bodies in any State or by any Court of Law, shall not be entertained. An Undertaking on the Letter Head of the Company as per specimen given in **Annexure VII** is required to be submitted along with Technical Bid.
- 14.** The tenders (directly or indirectly) from any firm/establishment whose services have not been found satisfactory by OICL authorities earlier shall not be entertained.
- 15.** The Tenders from Bidders who's Technical Bid(s) were earlier rejected by OICL on account of fake supporting documents etc. shall not be entertained.

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TERMS, CONDITIONS AND INSTRUCTIONS FOR BIDDERS

1. The Company intends to Empanel atleast three firms for providing Courier Services to the Company.
2. The Tenders/Bids shall be valid for a period of **atleast two months from the date of opening of “Technical Bid” of the Bidders/Tenderers.**
3. 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.
4. Both the sealed envelopes i.e. **Envelope No. 1 “Technical Bid”** and **Envelope No. 2 “Financial Bid”** should be kept in a big **Envelope No. 3**. This sealed envelope superscribed as **“TENDER FOR EMPANELMENT OF FIRMS FOR PROVIDING COURIER SERVICES”** addressed to Shri Vivek Shukla, Chief Manager, Establishment Deptt., The Oriental Insurance Company Limited, Oriental House, A-25/27, Asaf Ali Road, New Delhi, shall be deposited in the Tender Box placed at Establishment Deptt. on or before **16/02/2018 by 4.00 PM.**
5. The Tenderer/Bidder has to submit Earnest Money of Rs. 10,000/- through Demand Draft only (**payment through cheque or any other mode is not acceptable**) in favour of “The Oriental Insurance Company Limited” payable at New Delhi **along with the Technical Bid.** Tenders without the Earnest Money Deposit will be deemed rejected.
6. The Earnest Money shall be forfeited if the Tenderer withdraws his Tender during the period of Tender Validity. The Earnest Money will also be forfeited if in the case of the successful Tenderer, the Tenderer fails to comply with all the terms and conditions of the Tender Document.
7. The Earnest Money shall be forfeited if :-
 - (i) The Bidder/Tenderer withdraws his Tender during the Validity Period of Tender.
 - (ii) The Successful Bidder/Tenderer fails to comply with all the terms and conditions of the Tender Document during the currency of the contract.
 - (iii) The Successful Bidder/Tenderer fails to comply with the GST and other rules and regulations set forth by Government.
8. As per Public Procurement Policy of Government of India, exemption from payment of Earnest Money Deposit is allowed to Micro and Small Enterprises (MSEs) provided such MSEs enclose certified copy of Valid Certificate of Registration as MSEs issued by appropriate Registering Authority and letter from such Registering Authority certifying exemption from payment of Earnest Money Deposit to such MSEs. Kindly note that if these documents are not attached with the Technical Bid of Tender Document submitted by MSE Bidder/Tenderer their Bid/Tender shall not be considered/entertained and shall be treated as rejected.

- 9.** The successful Bidder/Tenderer, on empanelment of their firm to provide courier services to the company, shall be required to **keep a deposit of an amount of Rs. 15,000/- (Rupees Fifteen Thousand Only) as Security Deposit** with the Company through Demand Draft Only in favour of The Oriental Insurance Company Limited payable at New Delhi within 10 days from the date of receipt of Empanelment Letter. The EMD of the successful Bidder/Tenderer will be merged with the Security Amount. Thus **total Security Amount of Rs. 25,000/- (Rs. Twenty Five Thousand Only)** will remain with the Company throughout the duration of empanelment with the Company. This deposit will remain with the Company during the currency of the empanelment with the company and **no interest will be paid on this security deposit amount.** This Security Amount will be refunded to the Bidder/Tenderer on completion / termination / cancellation of the contractor after deducting any dues payable to the Company on whatsoever account subject to Bidder/Tenderer submitting a **“No Dues” Indemnity Bond** on a non-judicial stamp paper of requisite value duly notarized **as per specimen given in Annexure VIII of the Tender Document.**
- 10.** All the copies of the documents mentioned in the Eligibility Criteria, Technical Bid, **Annexures I to VII** and other necessary documents are required to be attached with the “Technical Bid” to be eligible for opening of “Financial Bid” as these documents will help in evaluating the Technical Bid of the Tenderer.
- 11.** Earnest Money Deposit of unsuccessful Tenderer/Bidders will be refunded within 30 days from the date of opening of tenders except of the qualified bidder.
- 12.** Unsealed tenders will not be accepted. The tender received in any manner other than prescribed above shall be summarily rejected. Any tender received after the scheduled date and time shall not be considered. The Company will not accept any responsibility for the tenders lost in transit or delivered elsewhere and as such the tenders lost in transit or delivered elsewhere will not be considered and treated as rejected.
- 13.** At first instance only “Technical Bid” will be opened on the scheduled date and time given in the “Notice inviting Tender”. The Technical Bids will then be evaluated on the basis of documents/information furnished and eligibility criteria. The company will arrange inspection of the office premises and infra-structure facilities of Bidder/Tenderer through a Committee of Officials of the Company and/or through an Investigator appointed for the purpose to verify the existence and status of firm/establishment with necessary infra-structure facility in providing satisfactory and efficient courier services so as to take a decision about the qualification of Technical Bids of Bidder/Tenderer. The decision of Dy. General Manager, Establishment Deptt., The Oriental Insurance Company Limited, in this regard shall be final and binding on the Bidders/Tenderers.
- 14.** The Tenderer/Bidder who will qualify in the “Technical Bid” will only be eligible for opening of their “Financial Bid”. The date and time of opening of “Financial Bid” shall be intimated to individual qualified bidders.
- 15.** All over-writings/corrections should be duly signed by the Tenderer/Bidder.
- 16.** Each Tenderer/Bidder will submit only one tender either by himself or as a partner in joint venture/firm/company.
- 17.** Convassing or offer of an advantage or any other inducement by any person with a view to

influencing acceptance of a bid will be an offence under Laws of Land. Such action will result in the rejection of bid, in addition to other punitive measures.

- 18.** Tenders/Bids must be received by/submitted to Chief Manager, Establishment Department, The Oriental Insurance Company Limited, Oriental House, A-25/27, Asaf Ali Road, New Delhi, by the date and time stipulated in the Notice Inviting Tender. The Company may, at its discretion, extend the deadline for submission of Tenders/Bids in which case all rights and obligations of the Company and the Tenderer/Bidder will be the same. The information thereof will be available on the Company's Website and Notice thereof will not be published in any newspaper. All Tenderers/Bidders are, therefore, advised to visit the website regularly for updates.
- 19.** 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.
- 20.** In case the Bidder/Tenderer desires to cancel the contract, he is required to give three months notice in writing to the Company otherwise the Security Deposit lying with the company will be forfeited and not refunded.
- 21.** The Bidder/Tenderer is required to sign an Agreement (enclosed as Annexure VI) with the Company containing various terms and conditions and penalty clause
- 22.** Chief Manager, Establishment Department, The Oriental Insurance Company Limited, New Delhi, reserves the right to reject/cancel any or all the tenders without assigning any reason, whatsoever.

23. ARBITRATION IN CASE OF DISPUTE

(A) In the event of any question, dispute or difference arising under this agreement or in connection there-with whether before or after the determination, abandonment or breach of the Contract except as to matter the decision of which is specifically provided under this Contract, which cannot be settled amicably by negotiation, the same shall be referred to Sole Arbitration of the Deputy General Manager (Establishment), The Oriental Insurance Company Limited, Head Office, New Delhi, by either party within 15 days of the failure of negotiation.

(B) The agreement to appoint an Arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof. There will be no objection to any such appointment that the Arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the Arbitrator shall be final and binding on the parties. In the event of such Arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Deputy General Manager or the said Officer shall appoint another to act as Arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

(C) The Arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid, arbitration and Conciliation Act, 1996 and the Rules made thereunder, any modification thereof from the time being in

force shall be deemed to apply to the arbitration proceeding under this clause.

(D) The venue of the Arbitration proceeding shall be the Office of the Deputy General Manager (Establishment), The Oriental Insurance Company Limited, Head Office, A-25/27, Asaf Ali Road, New Delhi, or such other places as the Arbitrator may decide.

(E) The Contractor shall not be entitled to suspend the provision of the Office Canteen Services, pending resolution of any disputes and shall continue to render the services notwithstanding the existence of any dispute between the Contractor and the Company or the subsistence of any arbitration or other proceedings.

24.FORCE MAJEURE

If any time, during the continuance of this Contract, the performance in whole or in part by either party or any obligation under this Contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or Act of God (herein after referred to as events) provided, notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this Contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the Contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the Contract.

25.JURISDICTION :

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

CHIEF MANAGER

THE ORIENTAL INSURANCE COMPANY LIMITED
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SCOPE OF SERVICES AND PAYMENT TERMS AND CONDITIONS

1. The Bidder/Tenderer is required to provide the courier services for a **initial period of three years**. However, the contract for providing courier services can be **renewed thereafter on three-year basis by increasing the existing rates/rates quoted by the tenderer/bidder by 10%** subject to the condition that the courier services provided by the Bidder/Tenderer during the contract period is found satisfactory.
2. The Bidder/Tenderer will arrange to collect courier letters/packages twice daily i.e. At 11.00 AM and 4.30 PM on every working day from all departments of the company located at various units of Head Office in Delhi/New Delhi areas. The addresses of various units of Head Office located in Delhi/New Delhi area will be provided to empanelled courier firms.
3. The Bidder/Tenderer will arrange **delivery of courier letters/packages** handed over to them by the various departments of the company to the destination **within 36 hours in Metro Cities and NCR and 48 hours in other cities from the date of receipt of courier letters/packages from various departments of the Company**.
4. The Bidder/Tenderer is required to submit PODs of the letters/packages collected from the various departments as proof of delivery of letter/package within seven days from the date of collection of letter/package to the respective departments of the company for record/verification. In the event of non-submission of PODs for the courier/packages sent, no payment will be made to the Bidder/Tenderer.

5. PANALTY / DEDUCTION FOR LATE DELIVERY OF CONSIGNMENTS

If the Bidder/Tenderer or its franchises/agents fails to deliver the consignments on time or within the stipulated period mentioned above for any reason, the deduction or penalty will be deducted from the amount payable to Bidder/Tenderer as under :-

For One Day delay beyond Delivery Schedule mentioned at Serial No. 3	100% of the Rate quoted by the Bidder/Tenderer.
For Each Day Delay after One Day delay beyond Delivery Schedule mentioned at Serial No. 3	Rs. 100/- per day as Penalty for Late Delivery Charges.

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

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

7. The Bidder/Tenderer will submit monthly bills to each department for the letters/packets received from them for courier along with PODs for verification and certification of amount payable as per approved rates. The bills duly verified, certified, stamped and "Passed for Payment" indicating the amount payable as per approved rates by the respective department will then be submitted to Chief Manager, Establishment Department, Head Office, A-25/27, Asaf Ali Road, New Delhi, for release of payment.
8. The payment of bills received in Establishment Deptt., Head Office, as per procedure given in Serial No. 5 shall be released within 15 working days from the date of receipt of bills in Establishment Deptt., Head Office, New Delhi.
9. The Bidder/Tenderer is required to deposit Goods and Services Tax and any other tax with the respective authorities and keep record of the same.
10. The Bidder/Tenderer should have a On-line Developed Software available on its Official Website so as to enable the Company to track status, date and time of delivery of each consignments handed over for delivery to the Bidder/Tenderer. Soft copy of Daily Feedback of deliveries/status of consignments will be required to be submitted by the Bidder/Tenderer.
11. The Bidder/Tenderer on empanelment by the company is/are required to keep a **deposit of an amount of Rs. 25,000/- (Rupees Twenty Five Thousand Only) as Security Deposit** with the Company. This deposit will remain with the Company during the currency of the contract and no interest shall be paid on this amount.
12. The Bidder/Tenderer is required to **sign an Agreement** containing detailed terms and condition and penalty clause in case the Bidder/Tenderer fails to deliver the courier within the specified time. The specimen of the **Agreement is enclosed as Annexure VI of the Tender Document.**

CHIEF MANAGER

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

The Bidder is requested to furnish the following information.

SL. NO.	DESCRIPTION	PARTICULARS
1	Name of the Firm / Establishment.	
2	Registered Address of the Firm / Establishment.	
3	Number of Branch Office of the Firm/Establishment in India. Attach list of offices along with its addresses.	
4	Number of Franchise of Firm / Establishment. Attach list of Franchises with its addresses.	
5	Year of Establishment	
6	Whether the Firm / Establishment is proprietorship / partnership / Pvt. Ltd. Or Public Limited Company. Attach self attested copy of document with Registration No.	
7	Whether the Bidder/Tenderer is categorized as Miscro and Small Enterprises under Public Procurement Policy of Government of India and eligible for benefits. If yes, attached self-attested copy of Valid Certificate of Registration as MSEs along with letter from Registering Authority certifying exemption from payment of EMD and benefits.	

8	<p>(A) Name of authorised contact person.</p> <p>(B) Mobile / Landline Number</p> <p>(C) Fax Number</p> <p>(D) E-mail ID</p>	<hr/> <hr/> <hr/> <hr/>
9	<p>PAN Number of the Firm / Establishment. Attach Self-attested photo-copy of the PAN Card.</p>	
10	<p>Goods and Service Tax Number of the Firm / Establishment. Attach Self-attested photo-copy of the GST Registration Number.</p>	
11	<p>Office Website Address of the Bidder/Tenderer where On-Line Tracking of Status of delivery, delivery time and date can be checked.</p>	
12	<p>Experience in the field of providing courier service on Contract Basis. Attach Certificate of Experience and Satisfactory Completion of work awarded from Govt. Establishments / PSU / Companies.</p>	
13	<p>Bank Account Details of the Firm</p> <p>(A) Bank Account No.</p> <p>(B) Bank Name and Address</p> <p>(C) IFSC Code</p> <p>(D) MICR Code.</p> <p>Attach photo-copy of cancelled cheque.</p>	

14	List of existing Clients along with proof which should include atleast two Government / Public Sector Undertaking or any Private Company having minimum Rs. 25 Lacs paid-up capital during the last three financial years i.e. 2014-15, 2015-16 and 2016-17. Attach Certificate from clients / organisations.	
15	The Tenderer should have minimum average annual turn-over of Rs. 25 Lacs for the last three financial years i.e. 2014-15, 2015-16 & 2016-17. Attach Certificate from Chartered Accountant in this regard.	
16	Enclose Demand Draft only of Rs. 10000/- as “Earnest Money Deposit”. Payment through cheque or any other mode is not acceptable.	Demand Draft No. _____ Date of Demand Draft _____ Demand Draft Amount _____ Bank Name _____
17	Enclose Demand Draft only of Rs. 590/- as “Tender Fee” in case Tender Document is downloaded from our Website. Payment through cheque or any other mode is not acceptable.	Demand Draft No. _____ Date of Demand Draft _____ Demand Draft Amount _____ Bank Name _____
SIGNATURE WITH STAMP : _____ NAME OF FIRM : _____ NAME OF AUTHORISED PERSON : _____ CONTACT NUMBER : _____ E-mail ID : _____ DATE : _____		

ANNEXURE I

CHECK-LIST OF DOCUMENTS PLACED IN TECHNICAL BID

Sr. No.	DOCUMENTS TO BE ATTACHED WITH TECHNICAL BID	YES	NO
1	Earnest Money Deposit (E.M.D.) of Rs. 10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft only (payment through cheque or any other mode is not acceptable) issued by any scheduled commercial bank in favour of “The Oriental Insurance Company Limited” payable at New Delhi.		
2	Tender Fee of Rs. 590/- (Rupees Five Hundred Ninety Only) in the form of Demand Draft only in case the Tender Document is downloaded from Company's Website (payment through cheque or any other mode is not acceptable) issued by any scheduled commercial bank in favour of “The Oriental Insurance Company Limited” payable at New Delhi.		
3	Proof of the Tenderer/Bidder being based in Delhi / New Delhi and their operation in these areas. Attach self-attested copy of proof.		
4	Tenderer/Bidder self-attested copy of the PAN Card issued by the Income Tax Department.		
5	Tenderer/Bidder self-attested copy of Goods and Service Tax Registration along with Goods and Service Tax Registration Number.		
6	Copies of Experience Certificate of minimum 05 (five) years in the field providing courier services issued by clients / organisations. Attach photo-copy of proof.		
7	The Tenderer should have rendered similar satisfactory services to atleast two Public Sector Insurance Company / Public Sector Bank / Central or State Government Undertaking / Autonomous Institute / Corporate Establishment of repute during the last five years. Attach Certificate of Experience and Satisfactory Completion of work awarded from concerned Establishments /Companies.		
8	Self-attested copy of Valid Certificate of Registration as Micro and Small Enterprises (MSEs) issued by an appropriate Registering Authority with letter certifying exemption from payment of EMD.		

9	Non-relationship Certificate for participation of near relative of employee in the Tender as per Annexure II.		
10	List of existing Clients along with proof which should include Government / Public Sector Undertaking or any Private Company having minimum Rs. 25 Lacs paid-up capital during the last three financial years i.e. 2014-15, 2015-16 and 2016-17. Attach Certificate from clients / organisations as per Annexure III.		
11	The Tenderer/Bidder should have minimum average annual turn-over of Rs. 25 Lacs for the last three financial years i.e. 2014-15, 2015-16 and 2016-17. Attach Certificate from Chartered Accountant as per Annexure IV.		
12	Tenderer/Bidder self-attested copy of Registered Partnership Deed / Certificate of Incorporation and Registration Certificate of the Firm / Company.		
13	Acceptance Letter duly signed and stamped by authorised official of Bidder / Tenderer as per format enclosed as Annexure V.		
14	Undertaking regarding Non-Blacklisting of Firm of Bidder/Tenderer as per format enclosed as Annexure VII.		
15	List of Branch Offices of Firm/Establishment in India along with their addresses and contact numbers.		
16	List of Franchises of Firm/Establishment in India along with their addresses and contact numbers.		

SIGNATURE WITH STAMP : _____

NAME OF FIRM : _____

NAME OF AUTHORISED PERSON : _____

CONTACT NUMBER : _____

E-mail ID : _____

DATE : _____

ANNEXURE II

FORMAT OF NON-RELATIONSHIP CERTIFICATE

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

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

Signature of the Tenderer with Seal _____

Name of the Tenderer _____

Date _____

ANNEXURE III

LIST OF PRESENT AND PAST CLIENTS DURING LAST THREE YEARS.

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

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

SIGNATURE WITH STAMP : _____

NAME OF FIRM : _____

NAME OF AUTHORISED PERSON : _____

CONTACT NUMBER : _____

E-mail ID : _____

DATE : _____

ANNEXURE IV

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

I / We, M/s _____, the tenderer/bidder for providing courier services on Contract Basis, hereby confirm that the average total turn-over of the firm/company and profit during the last three financial years i.e. 2014-15, 2015-16 and 2016-17 is more than Rs.10 Lacs. The financial year-wise break-up is given below :-

S.NO	FINANCIAL YEAR	ANNUAL TURN-OVER FOR THE YEAR	PROFIT EARNED FOR THE YEAR
1	2014 - 15	Rs. _____	Rs. _____
2	2015 - 16	Rs. _____	Rs. _____
3	2016 - 17	Rs. _____	Rs. _____

SIGNATURE & SEAL OF THE TENDERER

CERTIFICATE BY CHARTERED ACCOUNTANT

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

SIGNATURE & SEAL OF THE CHARTERED ACCOUNTANT

ANNEXURE V

ACCEPTANCE LETTER

To,

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

Dear Sir,

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

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

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

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

Thanking you,

Yours faithfully,

SIGNATURE OF BIDDER/TENDERER
WITH DATE AND RUBBER STAMP

ANNEXURE VI

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

A G R E E M E N T

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

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

A N D

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

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

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

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

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

1. That the Courier Service Agreement will take effect from 1st day _____, 2018 and will be initially for a period of three years from the date of contract. However, the contract for providing courier services can be renewed thereafter on three-year basis by increasing the existing rates/rates quoted by the tenderer/bidder by 10% subject to the condition that the courier services provided by the Bidder/Tenderer during the contract period is found satisfactory. The contract can be terminated by the Second Party by giving 30 days notice of cancellation of Courier Service Contract in writing.
2. That contract can be terminated by the First Party by giving three months notice of cancellation of Courier Service Contract in writing to the Second Party.

3. That the Party of First Part shall collect the consignments from the various Departments/Office(s) of the Second Party on all working days except Saturdays, Sundays and Holidays as per procedure mentioned in the Tender Document. However, if Second Party so desired the First Party shall collect the consignments on Holidays as and when required. The First Party shall issue receipt/invoice/airway bill/shipper copy against each consignment at the time of take the same for delivery.
4. That in view of the number of consignments to be picked up from the Office(s) of the Second Party and the load of work, the First Party agrees to appoint its representative(s) in the office(s) of the Second Party to meet with their demand and urgency of the situation of picking up consignments for timely delivery at the destination.
5. That the First Party agrees and undertakes the timely and safe delivery of all consignments at their destination within the stipulated period of time i.e. 36 hours in Metro Cities and NCR and 48 hours in other cities or sometime even earlier by quicker means of delivery if the Second Party so desires, at no extra cost for all types of consignments.
6. That the First Party undertakes to instruct its sub-offices/agents/delivery boys etc. To ensure safe and timely/punctual delivery of all consignments of the Second Party to the correct destination, safely, intact and promptly and obtain signature, name, phone number, relation with the addressee, date and time of delivery. The First Party shall hand-over Proof of Delivery (POD) in original to the Second Party after making delivery of each consignment within seven days from the date of receipt and also at the time of submission of bills to the respective departments of the Company for verification/certification etc.
7. That all the entries on the PODs shall be true, correct, reliable and obtained at the time of delivery and not interpolated later on. It is made abundantly clear that if any discrepancies are noticed, then the liability thereof will be of the party of First Part only. That the First Party shall make all efforts for the delivery of the consignments and not return them un-delivered without recording valid reasons. Daily feedback of deliveries/status/tracking of each consignment will be provided to Second Party through First Party Website (Software will be provided by First Party).
8. That the Second Party shall seal their documents with proper care with proper material so that it is not damaged in transit. That the Second Party shall give correct and full address on the face of the consignment of the addressee together with the phone number, if available, to facilitate its timely delivery.
9. That in case any consignment remains un-delivered even after the best efforts of the First Party, the same shall be returned to the Second Party's Pick-up office within 7-10 days of the scheduled time of delivery clearly and emphatically mentioning the reason(s) for non-delivery and the attempts made to deliver the consignment.
10. That in case of urgent/important consignments required to be delivered within the stipulated time sharply, if any consignments remains un-delivered, the First Party shall inform the Second Party immediately after the expiry of the scheduled time of delivery and return the consignment so that the latter may arrange immediate delivery through other

means.

- 11.** That the First Party shall submit the bills on monthly basis to the Second Party duly verified/certified and indicating the amount payable from various departments/offices of the Company as per procedure mentioned in the Tender Document. Payment in settlement of the bills will be made through E-transaction in the Bank Account of First Party or through “Account Payee Cheque” in favour of First Party within 30 days from the date of receipt of the bill. In case of any anticipated delay in releasing the payment within stipulated time, necessary intimation shall be given by Second Party to First Party.
- 12.** The Company will make invoice to invoice payments to the First Party on receipt of the bills and will not make any Advance or On Account Payment to First Party.

13.SERVICE FAILURE

(A) DEDUCTION FOR LATE DELIVERIES OF CONSIGNMENTS:

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

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

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

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

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

- 15.** First Party shall not be liable for any loss or damage to the consignments or delay in picking up or delivery of the consignments, if it is due to Acts of God, force majeure occurrence including but not limited to strikes, riots, political and other disturbances, fire, accident of vehicle or cause due to any factors beyond the control of First Party.
- 16.** The First Party agrees to charge the company for giving courier services of the consignments at the following agreed rates which are based on the rates quoted in the Financial Bid by the First Party and the Second Party i.e. Company agrees to make payments to the First Party on these rates :-

SL. NO.	CATEGORY / SLAB	RATE FOR LOCAL DAK (DELHI/NCR)	RATE FOR ALL INDIA OUT-STATION DAK
1	RATE FOR UPTO 50 GRAMS		
2	RATE FOR 51 GRAMS & UPTO 100 GRAMS		
3	RATE FOR 101 GRAMS & UPTO 300 GRAMS		
4	RATE FOR 301 GRAMS & UPTO 500 GRAMS		
5	RATE FOR 501 GRAMS & UPTO 1 KILOGRAM		
6	RATE PER KG FOR BULK CARGO EXCEEDING ONE KILOGRAM		

17. Conditional Offers will not be considered.

18. ARBITRATION IN CASE OF DISPUTE

(A) In the event of any question, dispute or difference arising under this agreement or in connection there-with whether before or after the determination, abandonment or breach of the Contract except as to matter the decision of which is specifically provided under this Contract, which cannot be settled amicably by negotiation, the same shall be referred to Sole Arbitration of the Deputy General Manager (Establishment), The Oriental Insurance Company Limited, Head Office, New Delhi, by either party within 15 days of the failure of negotiation.

(B) The agreement to appoint an Arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof. There will be no objection to any such appointment that the Arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the Arbitrator shall be final and binding on the parties. In the event of such Arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Deputy General Manager or the said Officer shall appoint another to act as Arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

(C) The Arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid, arbitration and Conciliation Act, 1996 and the Rules made thereunder, any modification thereof from the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

(D) The venue of the Arbitration proceeding shall be the Office of the Deputy General Manager (Establishment), The Oriental Insurance Company Limited, Head Office, A-25/27, Asaf Ali Road, New Delhi, or such other places as the Arbitrator may decide.

(E) The Contractor shall not be entitled to suspend the provision of the Office Canteen

Services, pending resolution of any disputes and shall continue to render the services notwithstanding the existence of any dispute between the Contractor and the Company or the subsistence of any arbitration or other proceedings.

19. FORCE MAJEURE

If any time, during the continuance of this Contract, the performance in whole or in part by either party or any obligation under this Contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or Act of God (herein after referred to as events) provided, notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this Contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the Contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conslusive, provided further that if the performance, in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the Contract.

20. JURISDICTION :

Subject to Clause 18 above, it is made clear that the Agreement shall be deemed to be concluded at New Delhi and the parties agree that only Courts in this place shall have jurisdiction in the event of any dispute whatsoever, whether during the currency of the Agreement or before that or after termination of the Agreement. No other Court shall have jurisdiction in such matter.

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

FIRST PARTY

WITNESS :

SIGNATURE : _____
WITH STAMP

SIGNATURE : _____

NAME : _____

NAME : _____

ADDRESS : _____

ADDRESS : _____

SECOND PARTY

WITNESS :

SIGNATURE : _____
WITH STAMP

SIGNATURE : _____

NAME : _____

NAME : _____

ADDRESS : _____

ADDRESS : _____

ANNEXURE VII

**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**

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 Firm providing Courier Services) (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, for providing Courier Services.
- (2) The Service Provider has made a Security Deposit of Rs. _____ only for Courier Services as provided under Item No. 1 above.
- (3) The Contract for providing Courier Services has been completed/terminated by the OICL / Cancelled by the OICL / Service Provider with effect from _____.
- (4) The Service Provider has paid all dues of the workers engaged in aforesaid Courier Services and has also paid all the bills of franchises for the purpose of the above mentioned Courier Service under Item No. 1.
- (5) The Service Provider having satisfied the OICL that there are no outstanding dues of any sort and also that he has not caused any damage to the property of the OICL and on the request of the Service Provider the OICL has agreed to refund the aforesaid Security Deposit of Rs. _____.
- (6) Now in consideration thereof Service Provider agrees and undertakes as follows :-
 - (A) In the event of any dues to the workers found to be still unpaid or any amount found outstanding to the franchises for the purpose of aforesaid Courier Services as provided under Item No. 1, the Contractor shall, on being required by the OICL, pay and make good all those dues or damages forthwith.
 - (B) In the event of delay of failure to pay or make good any amount in the above connection which the OICL has to pay or make good any such bills or incur any expenses or defend any proceedings with regard to the above Service Provider (Name of the Service Provider) hereby undertakes to indemnify the Principal against all claims, demands, expense, losses, proceedings and all liabilities of whatsoever nature.

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 Service Provider with Stamp of Firm

Signature
Name
Address

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

INSTRUCTIONS AND TERMS AND CONDITIONS
FOR SUBMITTING FINANCIAL BID

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

THE ORIENTAL INSURANCE COMPANY LIMITED
A-25/27, ASAF ALI ROAD, NEW DELHI.
TELEPHONE NO. : 011-43659130
CIN NO. : U66010DL1947GOI007158

'FINANCIAL BID'

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

S. NO.	CATEGORY / SLAB	RATE FOR LOCAL DAK (DELHI/NCR)	RATE FOR ALL INDIA OUT-STATION DAK
1	RATE FOR UPTO 50 GRAMS		
2	RATE FOR 51 GRAMS & UPTO 100 GRAMS		
3	RATE FOR 101 GRAMS & UPTO 300 GRAMS		
4	RATE FOR 301 GRAMS & UPTO 500 GRAMS		
5	RATE FOR 501 GRAMS & UPTO 1 KILOGRAM		
6	RATE PER KG FOR BULK CARGO EXCEEDING ONE KILOGRAM		

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

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