

DELHI METRO RAIL CORPORATION LTD.



TENDER NO.DMRC/HR/INSURANCE/2016

DMRC Group Personal Insurance (2016-2019) to cover

(I) Accidental & Permanent/partial Disability

(II) Natural Death

of DMRC employees.

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NOTICE INVITING TENDER

Delhi Metro Rail Corporation Ltd. (DMRC) invites E- Tender from various Insurance Companies, duly licensed by Insurance Regulatory and Development Authority (IRDA) for Group Personal Insurance policy w.e.f. 1st October 2016 to 30th September 2019 for three years for DMRC employees numbering about 10,110. The premium will be paid on twelve-month basis for a sum assured of Rs. 10 Lacs (Maximum) per employee to cover the Accidental & Natural death, Permanent & Partial disability.

Brief details of the work are as under:-

Sr.No.	Item	Details
1.	Name of work	DMRC Group Personal Insurance to cover: 1. Accidental & Permanent/Partial Disability. 2. Natural Death, of DMRC employees.
2.	Contract Period	From 01-10-2016 to 30-09-2019 (3 Years)
3.	Tender available for online participation	From 10.08.2016 (Wednesday) onwards & up to 1700 hours on 01.09.2016 (Thursday). e-tendering website: http://eprocure.gov.in/eprocure/app Tender document can only be obtained after registration of tenderer on the website http://eprocure.gov.in/eprocure/app .
4.	Cost of Tender Form and EMD	NIL
5.	Date and Time of Opening of Tender	02-09-2016 at 15.00 Hours
6.	Authority and place for seeking clarifications	Office of the GM/HR, 6 th Floor, Metro Bhawan, Delhi Metro Rail Corporation Ltd, Fire Brigade Lane, Barakhamba Road, New Delhi-01 E-Mail: dmrchrinsurance@gmail.com Phone: 011-23417910/12 Ext.: 534764, 534766

1.1 SUBMISSION OF TENDER

1.1 The intending tenderers must be registered on e-tendering portal <http://eprocure.gov.in/eprocure/app>. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration the tenderer will get user id and password. On login tenderer can participate in tendering process and can witness various activities of process.

- 1.2 Bidder can upload maximum 7 documents on e-tendering portal <http://eprocure.gov.in/eprocure/app>. Bidders can merge similar type documents in a single file. So, all required documents can be uploaded.
- 1.3 The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid class-III digital signature. The tender document can only be downloaded or uploaded using Class-III digital signature of the authorized signatory.
- 1.4 The submissions will be made online after uploading documents as stated in the tender document.
- 1.5 The bid contains
- * Notice Inviting Tender
 - * Instructions to Bidders for online Bid Submission.
 - * Scope of Work.
 - * Terms & Conditions
 - * Form of Tender and Appendices thereof (Form A)
 - * Annexure-A
 - * Form of Agreement (Form B)
 - * General Information (Form T-1)
 - * Technical Bid (Form T-II)
 - * Bank account details of Bidder (Annexure 'B')
- 1.6 All documents mentioned in appendix I shall be uploaded by tenderer.
- 1.6 DMRC reserves the right to accept or reject any tender in part or full, without assigning any reason whatsoever.
- 1.7 The offer of the Bidder shall be valid for a period of 3 months from the date of submission of tender.
- 1.8 DMRC reserves the right to apportion the insurance policy sharing amongst the various insurance companies and decision of DMRC shall be final and binding on all insurers.
- 1.9 Successful tenderer shall have to enter into detailed agreement with DMRC as per terms and conditions notified through the tender notice.
- 1.10 Tenderer shall submit only one tender either himself or as a lead partner/lead constituent in a joint venture/consortium for the above scope of contract.
- 1.11 If at any time prior to the last date for submission of tenders, DMRC may at its own initiative or in response to clarification or query raised by the prospective bidders may modify tender documents by issuing addendum/corrigendum, the same shall be binding on them. Bidders shall take such addendum and corrigendum into consideration while submitting their bids.

RFP

General Terms & Conditions

2. General Terms & Conditions

- 2.1 E- tenders are invited for "**DMRC Group Personal Insurance Policy 2016**". DMRC herein after called the 'Employer", for work in accordance with this Tender package. The tender papers consist of the following documents, along with their Annexure-A, appendices, addenda and errata if any.

Tender Document consists of:

- * Notice Inviting Tender (NIT)
- * Instructions to Bidders for online Bid Submission.
- * Scope of Work.
- * General Terms & Conditions
- * Form of Tender and Appendices thereof (Form A)
- * Annexure-A
- * Form of Agreement (Form B)
- * General Information (Form T-1)
- * Technical Bid (Form T-II)
- * Bank account details of Bidder (Annexure 'B')

2.2. The tenders received after the stipulated tender submission date/time will be rejected.

- 2.3. Period for which the tender is to be kept valid (Clause 11.0): 120 days from the last date of submission of Tender.
- 2.4. Period of commencement of work (Form A): 7 days from the date of issue of "Letter of Acceptance".
- 2.5. Tender Validity Period (Form A): 120 days from the issue of Letter of Acceptance (LOA)
- 2.6. Bid will be opened at the date / time as specified in the Notice Inviting Tender.
- 2.7. Tenderer must fill up all the details as required in different forms and annexure. Tenderer shall furnish all the required information as per the instructions given in various sections of the Tender Document.
- 2.8. The quote should be submitted as per the tariff /rules /regulations wherever applicable.
- 2.9. DMRC reserves the right to accept or reject any or all proposals without assigning any reason. Bidder(s) shall have no cause of action or claim against DMRC for rejection of its / their proposal. DMRC's decision shall be final, conclusive and binding on Bidders.

- 2.10 Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the bidder who resorts to canvassing is liable to be rejected.
- 2.11 The successful bidder shall keep DMRC informed in case he opts to reinsure or in case of any retrocession. Such arrangement shall be bound by the terms and conditions agreed between the successful bidder and the DMRC. However successful bidder is solely responsible to DMRC for the work awarded.
- 2.12 Letter of Acceptance, in duplicate, along with the Cheque of insurance premium shall be issued to the successful bidder, who will be required to return one copy of LOA to DMRC duly signed & stamped by the authorized signatory of the bidder, as an unconditional acceptance of the Letter of Acceptance, and the same shall be treated as unconditional binding document on the part of the insurer till a formal insurance policy is received by DMRC.
- 2.13 The details as called for in the bidding document shall be filled and completed by the bidders in all respect and shall be submitted with requisite information and Annexure(s).
- 2.14 All bidders are hereby cautioned that Tender/Bid conditions need to be strictly complied with and that conditional offers with deviations from the conditions and other requirements stipulated in these document shall be rejected as non-responsive and will not be considered in tender evaluation and award of contract. Such decision of the Tender Committee shall be final.
- 2.15 The policy shall be interpreted as per the common English Language.
- 2.16 In case insurer is not authorized to issue Special Contingency Insurance Policy, as per IRDA rules & regulations, then specific coverage desired under Special Contingency Insurance Policy may be proposed in any other IRDA approved policy.
- 2.17 Tender prices shall be quoted in Indian rupees only.
- 2.18 **Insurance Premium shall be quoted excluding Service Tax. Service tax shall be paid at the prevailing rate in force.**
- 2.19 Insurance Company (successful bidder) shall be liable to provide in the policy for the coverage of any liability for the amount mentioned in the policy and/or the amount as and when awarded by the Court or Tribunal in respect of the said liability.
- 2.20 All the parties shall be governed and bound by Indian Laws as amended from time to time under the Agreement.
- 2.21 The contract conditions shall supersede any riders stated in insurance policy which are in contradiction to the DMRC contract conditions.
- 2.23 Tenderer must fill up the **Annexure "A"** and furnish all the required information as per the instructions given in various sections of the tender documents.

2.24 The successful bidder shall keep DMRC informed in case he opts to reinsure. However, he is solely responsible to DMRC for the work awarded to him.

2.25 A letter of acceptance along with the cheque of insurance premium shall be issued to the successful bidder and the same shall be treated as unconditional binding document on the part of the insurer till a formal insurance policy is received by DMRC.

2.26 The details as called for in the bidding document shall be filled and completed by the bidders in all respect and shall be submitted with requisite information and Annexure-"A".

2.27 Tenderer shall provide Its Bank details for example Bank Name, Account Number, Account type, Branch, IFSC codes etc.

2.28 Tenderer shall upload statement of deviation if any.

2.29 Compliance with the Law

The INSURER at its sole risk and expenses, at all times during the terms thereof promptly comply with all such requirements. **The INSURER shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, and all applicable rules and also regulations of the IRDA**

3.0 Eligibility of the Bidder

The Bidder should have an IRDA license & exposure in the field of providing mass Group Personal Insurance services to the big organizations of Government/Private/Corporate Sector for at least 5 years as on 01.08.2016.

4.0 POST QUALIFICATION REQUIREMENTS

4.1 This invitation to tender is open to only IRDA licensed Insurance companies of India for "GROUP PERSONAL INSURANCE" of DMRC Ltd. All tenders submitted shall include the following information:-

4.2 General information on the tender/Insurer shall be furnished in Form T-1. Copies of original documents defining the constitution and legal status, certificate of registration and ownership, principal place of business of the company, corporation, firm.

4.3 The authorized signatory of the tenderer/Insurer shall sign each page of tender, Power of Attorney in favour of the signatory will be required to be furnished as detailed in Clasue 13.0.

4.4 Cancellation or creation of a document such as Power of Attorney, which may have bearing on the tender/contract, shall be communicated forthwith in writing by the tenderer/Insurer to the Employer.

5.0 COST OF TENDERING

5.1 The tenderer/Insurer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

6.0 Conduct of Tenderer

- 6.1 Each tender/Insurer, will be required to confirm and declare in the tender submittal that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other items of work related to the award and performance of this contract. They will have to further confirm and declare in the submittal that no agency commission or any payment, which may be construed as an agency commission, has been or will be paid and that tender price will not include any such amount.

7.0 TENDER DOCUMENTS

- 7.1 The tenderer/Insurer is expected to examine carefully all the contents of the tender documents as mentioned in Sub-clause 1.0 including instructions, conditions, forms, terms and take them fully into account before submitting his offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderers own risk. Tenders which are not responsive to the requirements of the tender documents, will be rejected.

8.0 LANGUAGE OF TENDERS

- 8.1 The tender prepared by the tenderer and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer shall be in the English language.

9.0 DOCUMENTS COMPRISING THE TENDER

9.1 TENDER PACKAGE

- 9.1.1 The tender package will comprise the following:-

- (a) Attested copy of Power of Attorney to submit tender (Scanned copy to be uploaded.)
- (b) Service tax/ Sales Tax Clearance Certificate (STCC)/VAT Clearance Certificate (VATCC) and registration with contract cell of Sales Tax Department as per "Delhi Sales Tax Act 1999 /VAT Deptt. (Scanned copy to be uploaded.)
- (c) Tender documents as listed below:-
 - * Notice Inviting Tender
 - * Instructions to Bidders for online Bid Submission.
 - * Scope of Work.
 - * Terms & Conditions
 - * Form of Tender and Appendices thereof (Form A)
 - * Annexure-A
 - * Form of Agreement (Form B)
 - * General Information (Form T-1)

* Technical Bid (Form T-II)

* Bank account details of Bidder (Annexure 'B')

9.2 The prices shall be entered in the Annexure-A of Tender. These prices should include all costs associated with the contract.

9.3 Documents to be uploaded and submitted by the tenderer under "Tender package" have been described under Clause 9. This list of documents has been prepared mainly for the convenience of the tenderer and any omission on the part of the Employer shall not absolve the tenderer of his responsibility of going through the various clauses in the Tender Documents including the specifications and to submit all the details specifically called for (or implied) in those clauses.

10.0 TENDER PRICES

10.1 The tenderer is required to quote for the entire item as eligible/applicable as per tender documents.

10.2 The rate for the item shall be reasonable and not unbalanced. If the tenderer fail to comply with this, his tender shall be liable to be rejected by the Employer, who may award the Contract to any other tenderer.

10.3 The tenderer shall keep the contents of his tender and rates quoted by him confidential.

11.0 CURRENCIES OF THE TENDER

11.1 Tender prices shall be quoted in **Indian Rupees Only**.

11.0 TENDER VALIDITY

12.1 The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

11.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request the tenderers for a specified extension in the period of validity. The request and the response thereto shall be made in writing or by telefax. A tenderer may refuse the request without forfeiting his tender security. A tenderer agreeing to the request, shall not be required or permitted to modify his tender but will be required to extend the validity of his tender security correspondingly.

13.0 FORMAT AND SIGNING OF TENDERS

13.1 (a). If the tender is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address.

(b). If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall uploaded with tender the tender.

- 13.2 The documents required to be submitted by the Tenderer will be as described under Clause 9.0 herein.
- 13.3 Entries to be filled in by the Tenderer shall be typed or written in delible ink. Each page of such document should be signed in full at the bottom by the person submitting the Tender along with the date of signing. Each page of printed documents should be initialed at the bottom by the person submitting the tender along with the date of initialing. Scanning of documents may be done after signing and must be uploaded.
- 13.4 In case of all documents listed in Clause 9.0 above, the person signing/initialing the documents shall be one who is duly authorized in writing by or for and on behalf of the Tenderer and/or by a Statute Attorney of the Tenderer. Such authority in writing in favour of the person signing the tender and /or notarially certified copy of the Power of Attorney as the case may be, shall be uploaded along with the tender.
- 13.5 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

14.0 TENDER OPENING AND EVALUATION

- 14.1 The Employer or his authorized representative will open the Tender package on 02-09-2016 at 15 hours in the office of General Manager/Human Resource, 6th Floor, Metro Bhawan, Delhi Metro Rail Corporation Ltd, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, If such nominated date for opening of Tender is subsequently declared as a public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Tender at the same time. The tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered.
- 14.2 Tender will be examined to see if they are complete, whether the requisite Tender information has been furnished, whether the documents are in order. If the documents do not meet the requirements of the employer the Tender Opening Authority will record a note accordingly.
- 14.3 The tenderers name, the presence or absence of the requisite tender security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of the tender opening.

15.0 PROCESS TO BE CONFIDENTIAL

- 15.1 Except the public opening of tender, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process.
- 15.2 Any effort by a tenderer to influence the Employer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tender.

16.0 CLARIFICATION OF TENDERS

To assist the examination, evaluation and comparison of Tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdowns of prices. The request for clarification and the response shall be in writing or by telefax but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Employer during the evaluation of tenders in accordance with Clause 22.0 herein.

17.0 DETERMINATION OF RESPONSIVENESS

17.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is responsive to the requirements of the tender documents.

17.2 For the purpose of this Clause, a responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. "Deviation" may include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, the Employer's rights or the tenderers obligations under the Contract as provided for in the Tender documents and / or is of an essential condition, the rectification of which would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders at reasonable price. **No deviation from employer requirement shall be acceptable.**

17.3 The decision of the Employer as to which of the tenders are not substantially responsive or have impractical/methods or Programme for execution shall be final.

18.0 EVALUATION OF TENDER

18.1 The Employer will, keeping in view the contents of Clause 9.1, carry out technical evaluation of the submitted technical proposals to determine that the tenderer has a full comprehension of the work of the contract. Where a tenderer's technical submittal has a major inadequacy his tender will be considered to be non-compliant and will be rejected.

18.2 All technically acceptable tenders will be eligible for consideration of their financial proposals.

18.3 The evaluation of financial proposals by the Employer will take into account, in addition to the tender amounts, the following factors.

- a. Arithmetical errors corrected by the Employer in accordance with Clause 22.0.
- b. Such other factors or administrative nature as the Employer may consider to have a potentially significant impact on contract execution, price and payments,

including the effect of items or unit rates that are unbalanced or unrealistically priced.

18.4 Offers, deviations and other factors which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

19.0 CORRECTION OF ERRORS

19.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:-

a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern, and

b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern.

19.2 If a tenderer does not accept the correction of errors as outlined above, his tender will be rejected.

AWARD OF CONTRACT

20.0 AWARD CRITERIA

20.1 Subject to Clause 10.0 and 21.0, the Employer will award, the Contract to the lowest tenderer, whose tender has been determined to be substantially responsive, technically & financially suitable, complete and in accordance with the tender documents.

21.0 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

21.1 Notwithstanding Clause 23.0, the Employer reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders, at any time prior to award of Contract or to divide the Contract between/amongst tenderers without thereby incurring any liability to the affected tenderer or tenderers or any obligations to inform the affected tenderer or tenderers of the grounds for the Employer's action.

22.0 NOTIFICATION OF AWARD

22.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by telegram or telefax, to be confirmed in writing by registered letter, that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called "the Letter of Acceptance"), in consideration of the execution of the work by the Insurer as prescribed by the Contract (hereinafter and in the conditions of Contract called the Contract Price). The "Letter of acceptance" will

be sent in duplicate to the successful tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within four days of receipt of the same by him. The Employer from the unsuccessful Tenderers will entertain no correspondence.

22.2 **The “Letter of Acceptance” will constitute a part of the contract.**

22.3 Upon “Letter of Acceptance” being signed and returned by the successful tenderer as per Clause 23.1, the employer will promptly notify the unsuccessful tenderers.

23.0 SIGNING OF AGREEMENT

23.1 The Employer shall prepare the Agreement in the Proforma (Form B) included in this document, duly incorporating all the terms of agreement between the two parties, within 15 days from the date of issue of the letter of acceptance, the successful tenderer will be required to execute the Contract Agreement. The performance guarantee should be submitted immediately after issue of letter of acceptance but not later than the agreement is signed between the parties. The Employer to the Insurer will supply one copy of the Agreement duly signed by the Employer and the Insurer through their authorized signatories.

24.0 **INDEMNITY BY INSURER**

24.1 Indemnity against all actions of Insurer

The Insurer shall hold and save harmless and indemnify the Employer, from and against all actions, suits, proceedings, loss, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Employer, by reason of any act or omissions of the Insurer, his agent or his employees, in the execution of the Insurance or in the guarding of the same. All sums payable by way of compensation under any of these conditions, shall be considered as reasonable compensation payable to the Employer, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

24.2 **Indemnity against all claims of Patent Rights and Royalties**

The Insurer shall hold and save harmless and indemnify the Employer, his officers, agents, servants and employees from and against all claims and proceedings, for or on account of misrepresentation by the Insurer of DMRC’s copyright, any patent rights, trademark or name patented or unpatented invention and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

Insurer’s Warranty

The Insurer warrants to the Employer that-

- a. the Insurance will, when commence, comply in all respects with the Employer's Requirements, and the intended use of the Insurance;
- b. the Insurance will, when completed, comply with enactments and regulations relevant to the Insurance;

24.3 **GENERAL RESPONSIBILTIV OF THE INSURER**

The Insurer shall comply with the provisions of the insurance and with due care and diligence execute and maintain the insurance plans and documents whether of temporary or permanent nature required for such execution and maintenance in so far as necessary for providing these, as is specified or as is reasonably inferred from the contract. The Insurer shall take full responsibility for the adequacy, stability of the insurance plans.

25.0 **Conciliation and Arbitration**

In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation.

All disputes relating to this agreement or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this service agreement shall in the first place be referred to a sole conciliator appointed/ nominated by GM/Director DMRC on receipt of such requests from either party. The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award. The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings. Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given in the para below. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

25.1 **Arbitration Procedure**

If the efforts, to resolve all or any of the disputes through conciliation fails, then such disputes shall be referred within 30 days to a Sole Arbitrator who would be nominated by Director, Delhi Metro Rail Corporation Limited. The venue of such arbitration shall be at Delhi/New Delhi. The award of the sole Arbitrator shall be binding on all parties. The cost of Arbitration shall be borne by the respective parties. There will be no objection if conciliator/ or sole arbitrator nominated/appointed is an employee of DMRC.

26. **Rules governing Arbitration Proceedings**

The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act, as amended from time to time including provisions in force at the time the reference is made.

27. **Breach of Contract**

27.1 If any breach is committed by the Insurer in delivery of the services stipulated herein or in the due performance or observance of the provisions of this Agreement, the DMRC shall be at liberty to terminate thereafter this agreement by giving the INSURER thirty days notice in writing and upon the expiry of the period of such notice, this agreement shall stand terminated, **Consequent upon such termination of agreement, DMRC will also forfeit the (interest free) security deposit and encash bank guarantees.** DMRC also reserves the right to seek exemplary damages and indemnification.-

27.2 That the insurer shall be responsible to obtain any or all permission and /or clearances from any/all authorities, governmental or otherwise and DMRC shall not be liable or responsible for any of the act or omissions committed on the part of the insurer.

28. **Termination**

28.1 If the INSURER is desirous of terminating the license hereby created before the expiry of the period of the license, it shall give to DMRC, three months notice in writing of its intention to terminate the license and on the expiry of the said period, the agreement shall stand terminated. DMRC shall charge/claim any amounts due if any for recovery/adjustment of any amounts due to it, **in response of any claim already arisen during the period in favour of the Licensor.**

28.2 Upon termination of this Agreement for any reason whatsoever.

- i. Rights of Insurer will be forfeited under the agreement.
- ii. The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.
- iii. Consequent to issue of termination letter, after approval of competent authority, the said policy will become anfractuious.

29 **Jurisdiction of Courts**

The court at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

30 **Notices**

That any notice or correspondence under the terms of this License shall be in writing by registered post or delivered personally and signed by the party or his /its duly authorized representative giving such notice. All activities including day to day management, billing cancellation/termination/surrender etc. will be carried out from the office of the General Manager/ Human Resource, DMRC or by his duly authorized

representative. For all matters in connection with the commissioning and operation of the shop the nodal officer will be the General Manager/HR/DMRC. All notice shall be addressed as follows:-

If to DMRC at O/o the General Manager/Human Resource,
6th Floor, Metro Bhawan
Fire Brigade lane
Barakhamba Road, New Delhi-110001

31.0 Tenderer may seek clarification, if any, in writing on or before 31.08.2016, upto 1500 Hours from General Manager/Human Resource, 6th Floor, Metro Bhawan, Delhi Metro Rail Corporation Ltd, Fire Brigade Lane, Barakhamba Road, New Delhi-110001.

Thanking you,

For DMRC Ltd
General Manager/Human Resource
Delhi Metro Rail Corporation Ltd.

OVERVIEW OF DELHI METRO RAIL CORPORATION LTD.

For implementation and subsequent operations of Delhi MRTS, a company under the name of Delhi Metro Rail Corporation Ltd. was registered on 03.05.1995 under the Companies Act, 1956. DMRC has equal equity participation from GOI and GNCTD.

Delhi Metro a world class Metro

Delhi Metro is a world-class Metro opened on **December 24, 2002**. It became the second underground rapid transit system in India, after the one in operation in Kolkata. Unlike the Kolkata metro, however, the Delhi Metro has a combination of elevated, at grade and underground lines. The train operation network will be approximately 190 Kilometers by the end of phase-II.

The image of the organization (DMRC) in terms of safety, impeccable reliability & organizational effectiveness is due to the dedicated and sincere efforts of about **10,110 employees**. DMRC is engaged in the construction of the Metro tracks and infrastructure activities in its **Project wing** which comprises of about 1800 dedicated workforce. The **Operation & Maintenance wing** of Delhi Metro is responsible for

running & maintenance of the train services which comprises about approximately 7110 for employees working at various stations/Office/Sites/ Depots/Company site within Delhi & NCR. About 150 km. lines are to be added in the current network within a short span of time, due to which 1200 employees are to be added to the current strength within 6 months. DMRC is a **very young organization where the average age of employee is presently between 21-28 years** and there is an excellent working condition available at every **depots/office/stations/sites/premises**.

SCOPE OF WORK

32.0 GENERAL

Delhi Metro Rail Corporation Ltd (DMRC) proposes to take Insurance cover for Life of all of its existing employees of about 8910 and 1200 employees are expected to join shortly and total of 10,110 employees are to be covered. Accordingly offers are invited from Insurance companies licensed by IRDA and possessing experience of at least five years of such mass policies operating in the country indicating.

- (a) Amount of annual premium payable per employee.
- (b) Standard terms and conditions of the policy.
- (c) Nature and extent of risk coverage.
- (d) Process for servicing of claims.
- (e) Any other relevant details.

33.0 Eligibility of the Bidder

The Bidder should have an IRDA license & exposure in the field of providing mass Group Personal Insurance services to the big organizations of Government/Private/Corporate Sector for at least 5 years as on 01.08.2016.

34.0 PERIOD OF TIE-UP

Initial period of the tie-up will be for a period of three years, i.e. w.e.f 1 st October 2016 to 30th September 2019.

35.0 PROCEDURE FOR SUBMITTING THE QUOTE

From 10.08.2016 to 01.09.2016 up to 1500 hrs on e-tendering website

<http://eprocure.gov.in/eprocure/app>

Tender document can only be obtained after registration of tenderer on the website

<http://eprocure.gov.in/eprocure/app>

36.0 TECHNICAL QUOTE SPECIFICATION

36.1 The Bidder should have an IRDA license & exposure in the field of providing insurance services to the big organizations of Government/Private/Corporate Sector for at least 5 years as on 01.08.2016.

- 36.2. Draft Policy wording specifying scope of coverage, add-on covers, exclusions, deductibles and other terms & conditions proposed by the Insurer should be narrated.
- 36.3 Copies of Audited Balance Sheet for the last three years.
- 36.4 Information pertaining to gross premium collected, claim paid, net profit and solvency ratio for the last three years.

37.0 DESCRIPTION OF WORK

Highlights-DMRC GROUP PERSONAL INSURANCE POLICY

The DMRC GROUP PERSONAL INSURANCE POLICY intends to cover compensation in case of Accidental / Natural death or bodily injury to the insured person, directly and solely as a result of an accident by external visible and violent means including terrorism and Natural death due to any illness or disease or accidental injury. The policy may operate worldwide and is a 24 hours cover.

The following types of coverages are to be provided under the DMRC Group Personal Insurance Policies:-

Table 1

- 1. Death cover wherein 100% of the capital sum insured is payable, in case of accidental as well as natural deaths.

Table II

- 1. Loss of two limbs/both eyes/one limb and one eye wherein 100% of the capital sum insured is payable.
- 2. Loss of one limb or one eye wherein 50% of the capital sum insured is payable.
- 3. Permanent Total Disablement other than above e.g. paralysis due to an accident / natural reasons, wherein 100% of the capital sum insured is payable.
- 4. Permanent Partial Disablement i.e. where a part of the body becomes permanently disabled due to an accident, e.g. total and irrevocable loss of use of finger due to an accident. In such cases, a percentage of the capital sum insured as specified in the TABLE II is to be paid.

Table III

Sr. No	Type of Injury	Percentage of Capital Sum Insured
(i)	Loss of toes-all	20
	Both Great phalanges	5
	One Great phalanx	2
	Other than great if more than on toe lost	1

	each	
(ii)	Loss of hearing-both ears	50
(iii)	Loss of hearing one ear	15
(iv)	Loss of four fingers and thumb of one hand	40
(v)	Loss of four fingers	35
(vi)	Loss of both phalanges	25
(vii)	One phalanx	10
(viii)	Loss of Index finger- three phalanges	10
	Two phalanges	8
	One phalanx	4
(ix)	Loss of Middle finger- three phalanges	6
	Two phalanges	4
	One phalanx	2
(x)	Loss of little finger- three phalanges	5
	Two phalanges	4
	One phalanx	2
(xi)	Loss of little finger- three phalanges	4
	Two phalanges	3
	One phalanx	2
(xii)	Loss of Metacarpals -first of second (additional)	3
	-third, fourth or fifth (additional)	2

Table IV - ADD ON COVERS

DMRC Group Personal Accident Insurance also intends to cover medical expenses incurred in the treatment of an accident covered under the policy, subject to a limit of 10% of the sum insured under Table II & III or 25% of the death / disability compensation claim payable (Whichever is lower). These medical expenses may be addition to the benefits provided under the policy.

38.0 PRICE QUOTE

38.1 Base rates and amount of annual premium payable per employee should be mentioned in the tabulated form provided in **Annexure-"A"**. Discount/Loading if any, should be **certified** and mentioned at the end of the **Annexure-A**.

DMRC INSURANCE TENDER

Tender No.....

Form A

Form of Tender

To
The Managing Director
Delhi Metro Rail Corporation Ltd.
8th Floor, Metro Bhawan
Fire brigade lane barakhamba road
New Delhi-01

Dear Sir,

1. We hereby agree to provide the Insurance Policies as outlined in your bidding documents.
2. We have understood and have thoroughly examined the detailed scope of Insurance Coverage along with Extensions and Exclusions with other features laid down by you and are fully aware of nature and scope of coverage required.
3. We hereby confirm our unconditional and complete acceptance and compliance to the provisions contained in the bidding documents. We declare that the Insurance Coverage and Services will be rendered strictly in accordance with the requirement. Reductions in Tariff at a later date will however be passed on to DMRC.
4. We further confirm premium rates charged in all policies at the inception of policy will remain unchanged during the policy period. The same rate will be charged in respect of any additions in the sum insured if made during the policy period.
5. We further confirm that in case if any violation/breach in respect of premium rates charged by us and result into any Financial Liability or consequences, DMRC in any manner will not be held responsible in any manner. We will not demand any additional payment from DMRC on this account.
6. Copies of confirmations/undertakings as per the terms & conditions of the Bid document are enclosed herewith.

(STAMP & SIGNATURE OF THE TENDERER)

Dated this day of2016

Signature.....

Name..... in the capacity of.....

Duly authorized to sign Tenders for and on behalf of.....

Address.....

Witness-Signature.....

Name.....

Address.....

Occupation.....

Place:

DMRC INSURANCE TENDER

Tender No.....

Annexure A

**DMRC GROUP PERSONAL INSURANCE (2016-2019)
PRICE BID FOR ACCIDENTAL DEATH & Natural death coverage)
PROFORMA IN WHICH RATE IS TO BE QUOTED**

Sro. No.	Items / Description of Insurance / sum assured	Base rate of premium per employee	Discount per employee	Net rate of premium per Employee	Total taxes (VAT. Service Tax etc) per employee	Total premium per employees per annum	Total premium for 10,110 employees per annum.	Total premium for 10,110 employees for three year
1.	a. Rs.10,00000 (Rupees Ten lacs) for Accidental Death coverage B. Permanent Total Disability/Permanent Partial Disability (Amount of sum insured as per Table II & III as per item 3.2).							
2.	Rs. 10,00000 (Rs. Ten lacs) for Natural Death coverage							

(Total amount in words in Rupes)

Signature & Stamp.

NA 1 :- Base rate, discount, net rate, premium, total amount should be quoted as per annum basis inclusive of all taxes.

NA 2 :- Separate rates can be quoted for item 1 (a & b) and item 2. The Price Bids for each item will be evaluated separately.

APPENDIX I

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER

COMPILED FROM THE PROVISIONS IN THIS VOLUME

Sl. No.	Document	Documents to be uploaded	Reference to Clause No.
	TENDER PACKAGE COMPRISING OF		
1	Tender documents duly signed	To be uploaded	2.1
2	Power of attorney for individuals signing on behalf of Company/Firm.	To be uploaded	4.3 & 13
3	PAN No., sale tax clearance certificate/VAT clearance certificate	To be uploaded	9.1.1 (c)
4	Form of Tender and appendix thereof (Form A)	To be uploaded	9.1.1 (c)
5	Rate quoted for insurance Premium (Annexure A) with appendix I.	To be uploaded	9.1.1 (c) & Annexure –A with appendix I
6	General Information (Form T-I)	To be Uploaded	2.1 & 9.1.1 (c)
7	Experience Record (Form T-II)	To be uploaded	2.1 & 9.1.1 (c)
8	Audited balance sheet of last three years	To be uploaded	36.3
9	Bank Account Details e.g. Bank Name, Account Number, Branch ,IFSC Code etc. (Annexure B)	To be Uploaded	2.27
10	Statement of Deviation if any	To be uploaded	2.28
11	IRDA License certificate for last five year	To be Uploaded	33.0
12	Financial Statements for last three year	To be uploaded	36.4

**INDEX ON
PROFORMA OF FORMS**

1. PROFORMA OF FORMS - GENERAL

(Items (iv) & (v) applicable only for successful tenderers)

FORM

- | | | |
|-----|------------------------------|---|
| i. | Form of tender with Appendix | A |
| ii. | Form of Agreement | B |

2. PROFORMA OF FORMS – POST QUALIFICATION PARTICULARS

FORM

- | | | |
|-----|---------------------|------|
| i. | General Information | T-I |
| ii. | Experience Record | T-II |

FORM OF AGREEMENT

(Refer Clause 23.0 of "General Terms & Conditions")

This Agreement is made on the _____ day of _____ 2016 Between Delhi Metro Rail Corporation Limited, 6th Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001 hereinafter called "The Employer" of the one part and _____ (Name and Address of Insurer) _____ hereinafter called "The Insurer" of the other part.

WHEREAS the Employer is desirous that *** Group Personnel Insurance coverage for DMRC employees should be provided and executed, hereinafter called "The Works" and has accepted a tender by the Insurer for the execution and completion of such works (***) as well as guarantee of such works) therein.

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) Letter of acceptance
 - (b) General Conditions of Contract
 - (c) Notice Inviting Tender
 - (d) Bill of Quantities
 - (e) Form of tender with Appendix\
 - (f) Appendums, if any
 - (g) Other conditions agreed to and documented as listed below
 - (i) Statement of deviations (if applicable)
 - (ii) Any other item as applicable.
3. In consideration of the payments to be made by the Employer to the Insurer as hereinafter mentioned, the Insurer hereby covenants with the Employer to execute and complete the works by ** _____ and therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Insurer in consideration of the execution and completion of the works and therein, the Contract Price of **Rs. _____ being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the Contract at the time and in the manner prescribed by the Contract.

5. OBLIGATION OF THE INSURER

The Insurer shall ensure full compliance with all laws of India with regard to this contract and shall be solely responsible for the same. The Insurer shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Insurer in respect thereof, which may arise.

6. JURISDICTION OF COURT

The Courts of Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed/(or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the
Insurer

For and on behalf of the
Employer

Signature of the authorised
Official

Signature of the authorised
Official

Name of the Official

Name of the Official

Stamp/Seal of the Insurer

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said
_____ Name
On behalf of the Insurer in the
Presence of :
Witness _____
Name _____
Address _____

By the said
_____ Name
On behalf of the Employer in the
presence of:
Witness _____
Name _____
Address _____

Note :

- + To be made out by the Employer at the time of finalization of the Form of Agreement.
- ** Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.
- *** To be deleted if not applicable.

DMRC Insurance tender

Tender No. DMRC/HR/INSURANCE/2016

FORM T-1

GENERAL INFORMATION

(Refer Clauses 2.2)

Notes :

(i) Attach an attested photocopy of certificate of Registration and ownership as well as of Constitution and legal status.

1. Names of participating member

(a)

2. Address, telephone, telefax, cable number

Registered Office

Office of Correspondence

(a)

.....

(b)

.....

(c)

.....

3. Contact persons address, telephone etc.

(a)

.....

(b)

.....

(c)

.....

TECHNICAL BID

EXPERIENCE RECORD

1. **Certificate of IRDA license** for Group Insurance (Certified Copy to be enclosed)
2. Total number of years of experience in providing **Group Personal Insurance/Life Insurance** for the major Companies.
3. Details of experience in group Personal Insurance for **last five years as on 14.08.2016**.

Sl. No.	Period	Details of work handled	Total Cost of work in Rs. in terms of premium	Remarks
(1)	(2)	(3)	(4)	(5)

Notes :

- (i) Details submitted in any other proforma will not be considered.
- (ii) **The details of work including the cost of the work should be supported by attested copy of each client certificate.**
- (iii) Additional pages may be attached if required.
- (iv) **The authorised signatory of the tenderer must sign all the pages.**
- (v) **Please attach the audited financial statements for last 03 (three years)**

Bank Account Details of Bidder

Sr. Number	Name	Account Number	Bank Name	Bank's Branch	IFSC Code

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
