

DELHI METRO RAIL CORPORATION LTD.

NOTICE INVITING TENDER

Delhi Metro Rail Corporation Ltd. (DMRC) invites e-tender in the prescribed Pro forma from IRDA approved Non-Life Insurance Companies for taking various Insurance Policies, for a period of 1 year from 01.12.2018 to 30.11.2019, as per the details hereunder:-

Eligibility Criteria

1. The Insurance Company applying should be IRDA Licensed approved as on date 30.09.2018.
2. The bidder should be in General Insurance business for the last 5 financial years ending 31.March. 2018.
3. Solvency ratio should be equal to or more than 1.5 in any 2 of the last 3 financial years ending 31.03.2018.
4. Minimum annual gross written premium of Rs. 2,500 crores each year in the last 3 financial years ending 2018.

INSURANCE POLICIES REQUIRED

1. Standard Fire and Special Perils Policy,
2. Burglary /Theft Insurance Policy,
3. Money Insurance Policy
4. Special Contingency Insurance Policy for installed cables & other assets
5. Passenger Accident Insurance Policy & Commercial General Liability Insurance Policy
6. Stand Alone Terrorism Cover for Rolling Stock (Metro Train Cars)
7. Special Contingency Policy For Airport Express Line
 - a) Liability due to missed flight or any other unforeseen circumstances
 - b) Liability due to damage / loss / misplaced / stolen Baggage
 - c) Liability due to delayed delivery of Checked in Baggage
8. Cyber Insurance
9. Crime Insurance

For assets installed or situated at all sections / installations / depots of DELHI METRO including Metro Bhawan, NBCC & Ashoka Road and Airport Line, IT Park, Depots & Sections w.e.f. 01.12.2018 to 30.11.2019.

Brief details of the work are as under: -

S/N	ITEM	DETAILS
1.	Name of Work	<ol style="list-style-type: none">1. Standard Fire and Special Perils Policy2. Burglary /Theft Insurance Policy,3. Money Insurance Policy4. Passenger Accident Insurance Policy & Commercial General Liability Insurance Policy5. Stand Alone Terrorism Cover for Rolling Stock (Metro Train Cars)6. Special Contingency Policy For Airport Express Line

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		7. Special Contingency Insurance Policy for installed cables & other assets 8. Cyber Insurance 9. Crime Insurance
2	Date of issue of Tender	05.11.2018
3	Tender available for online participation	From 05.11.2018 to 26.11.2018 upto 09.00 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 . For further information on this regard bidders are advised to contact on 011-49424307, 011-49424365 or 011-23417910 (Ext 534822)
4.	Date / Time of Opening of Tender	27.11.2018 at 10.00 hrs
5.	Authority for seeking clarifications	1) Office of the GM (Finance) Delhi Metro Rail Corporation Ltd., 6 th Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001 till 19.11.2018 upto 13.00 hrs. Any written clarification should be addressed to DMRC Limited at the aforementioned address 2) DMRC Limited has appointed M/s Marsh India Insurance Brokers Pvt. Ltd. as their insurance advisor therefore relevant queries / clarifications can also be sought from them along with DMRC on the following e-mail addresses: rakheenasri@gmail.com gaurav.datta@marsh.com

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 the process.

1.2 The authorized signatory of an intending tenderer should hold a valid Power of Attorney (POA) in his favour and 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.

1.3 Tender submissions will be made online after uploading documents as stated in the tender document.

1.4 The bid contains:

- Tender Document
- Intended Coverage Exclusions, conditions & deductibles, etc. (Annexure-X)
- Undertaking (Annexure-XI & XII)
- It shall also include the commercial portion as per Annexure-I, II, III, IV, V, VI and VII of the Tender document. Related Annexure – VIII & IX shall also form part of the Commercial Bid.

1.5 Though evaluation of tender will be done in respect of all insurance policies taken together (Ref. policy no.1 to 9 page no.2) however, DMRC reserves the right to accept or reject any bid in part or full, without assigning any reason whatsoever. The DMRC reserves the right to place the individual policies at its sole discretion and also reserves its right to select an insurer on an overall basis or select the lowest bidder on each cover / policy individually.

1.6 In case there is a tie at L1 position, the bidder / insurer having the higher gross written premium in last 3 financial years ending will be considered for selection

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 Successful tenderer shall have to enter into detailed agreement with DMRC as per terms and conditions notified through the tender notice within 30 days of the issue of letter of acceptance

1.9 Under any of the insurance policies contained in this tender, DMRC may request for addition / deletion / alteration in the values insured hereunder any policy at any time during the policy period and the effective premium for such alteration will be charged by the insurer on pro-rata basis for the unexpired period of the risk only. The addition / deletion / alteration on pro-rata basis should also apply to operational responsibilities taken over by DMRC or assigned by any government to DMRC or capital additions

1.10 Interested companies may apply (only through large corporate servicing offices or equivalent) and shall submit only one tender covering entire 100% of the risk for each policy to be insured within their own capacity for the above scope of the contract. Confirmation regarding no sharing of risk amongst insurance companies should be submitted to DMRC under signature & seal of authority at the level of General Manager or equivalent

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.**

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GENERAL TERMS & CONDITIONS

1. The tenders received after the stipulated tender submission date & time as given in the NIT will be summarily rejected.
2. Bid will be opened on the date & time as specified in the notice inviting tender.
3. Tenderer must fill up all the details as required in Annexure XI, XI & XII and furnish all the required information as per the instructions given in various sections of the Tender Document. If the data given in these annexure is found to be factually incorrect then the bid will be rejected and treated as non-responsive.
4. The quote should be submitted as per the Tariff / rules / regulations wherever applicable.
5. Tender Document consists of: -
 - Notice Inviting Tender
 - Scope of Work
 - Terms & Conditions
 - Annexure(s) including undertaking
6. The Insurance Contract shall be governed by the Tariff / Rules / Regulations / Guidelines & Insurance Policies as filed with IRDA by the Insurer, which the Insurer shall confirm at the time of submission of the Tender.
7. 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
8. 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.
9. 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.
10. Letter of Acceptance, in duplicate, along with the Cheque or RTGS of the insurance premium as per bid shall be issued to the successful bidder, who will be required to return one copy of LOA to the DMRC duly signed & stamped by the authorized signatory of the bidder, as an acknowledge & 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.
11. 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) I to VII duly filled in.
12. All bidders are hereby cautioned that the Tender / Bid conditions need to be strictly complied with and it is mandatory that the bids should conform to RFP's specifications in full and provide a declaration for the same as per format attached vide Annexure XI. Bidders who quote with any alterations or in contravention to the RFP document and if there are any deviations from the requirements of DMRC as given in the RFP, **it may** result in such conditional offers containing deviations to be summarily

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rejected as non-responsive and will not be considered in tender evaluation and award of contract irrespective of their quoted bid. The decision of the tender committee shall be final in this regard

13. The policy shall be interpreted as per English Language.

14. 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.

15. Tender prices shall be quoted in Indian rupees only and the same shall be in figures and words both in Annexure(s) I to VII.

16. Insurance Premium shall be quoted excluding Goods & Service Tax. Goods & Service tax shall be paid at the prevailing rate in force from time to time which is presently 18%.

17. 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.

18. All the parties shall be governed and bound by Indian Laws as amended from time to time under the Agreement.

19. During the Contracted period of insurance policy there may be some additions/deletions in Assets Categories. The same shall be deemed to be covered under specific policy cover by payment of premium on pro rata as per the bid basis for the unexpired period. Details of such additions shall be shared on continual basis and the policy shall stand updated with their revisions.

20. DMRC only has operational responsibility for operating & managing the Delhi Airport Express Line. Therefore, for any assets covered hereunder, asset capitalization details will be condoned in event of claims since assets are not capitalized in books of DMRC. It is hereby clarified that all capital assets of the Delhi Airport Express Line are insured by DMRC without any selection

21. DMRC has appointed M/s Marsh India Insurance Brokers Private Limited as their sole insurance advisor. Therefore, all bidders are requested to coordinate with M/s Marsh India Insurance Brokers Private Limited for clarifications. Successful tenderer shall have the responsibility of servicing the insurance policies as well as claims with the due coordination of M/s Marsh India Insurance Brokers Pvt. Ltd.

22. For any reinsurance requirements of the participating insurance companies, it is preferred that services of the appointed broker, M/s Marsh India Insurance Brokers are utilized

23. Any dispute arising out of this agreement shall be resolved through the Standard Arbitration Clause of DMRC reproduced below:-

23.1 CLAIMS, DISPUTES, CONCILIATION AND ARBITRATION

23.2 No legal action till Dispute Settlement Procedure is exhausted.

Any and all Disputes shall be settled in accordance with the provisions of Clause 21.1 No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause 21.1 shall have been

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finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

23.3 Notice of Dispute

For the purpose of Sub-Clause 21.4, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute.

23.4 Two Stages for Dispute Resolution

Disputes shall be settled through two stages:

a) Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;

b) Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act -1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof. and in accordance with this Clause.

23.5 Conciliation

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the DMRC Ltd. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

23.6 Conciliation Procedure

a) The DMRC Ltd. shall maintain a panel of Conciliators, who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Insurance Co. who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996" of India & amended by the Arbitration & Conciliation (Amendment) Act, 2015 2015 and any statutory modification or re-enactment thereof.

There will be no objection if conciliator so nominated is a serving employee of DMRC who would be Deputy HOD level officer and above.

The DMRC Ltd. and the Insurance Co. shall in good faith co-operate with the Conciliator and, in particular, shall endeavor to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings.

Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.

When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

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The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

23.7 Termination of Conciliation Proceedings

The conciliation proceedings shall be terminated:

- a) by the signing of the settlement agreement by the parties on the date of agreement; or
- b) by written declaration of the conciliator, after consultation with the parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or
- c) by a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
- d) by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

23.8 Arbitration

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

- a) Only such dispute(s) or difference(s) in respect of which notice has been made under Clause 17.1 but could not be settled through Conciliation, together with counter claims or set off, given by the DMRC Ltd., shall be referred to arbitration. Other matters shall not be included in the reference.
- b) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Managing Director, Delhi Metro Rail Corp. Rail Limited, New Delhi (MD/DMRC).
- c) The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

23.8.1 Number of Arbitrators: The arbitral tribunal shall consist of:

- i) Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;
- ii) 3 (Three) arbitrators in all other cases.

23.8.2 Procedure for Appointment of Arbitrators: The arbitrators shall be appointed as per following procedure:

- i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by MD/DMRC, the DMRC Ltd. will forward a panel of 03 names to the Insurance Co.. The Insurance Co. shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the DMRC Ltd.. In case the Insurance Co. fails to choose one Arbitrator within 30 days of dispatch of the request of the DMRC Ltd. then MD/DMRC shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator.
- ii) In case of 3 Arbitrators:
 - a) Within 60 days from the day when a written and valid demand for Arbitration is received by MD/DMRC, the DMRC Ltd. will forward a panel of 5 names to the Insurance Co.. The Insurance Co. will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the DMRC Ltd..

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b) DMRC Ltd. will decide the second Arbitrator. MD/DMRC shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Insurance Co., within 30 days from the receipt of the consent for one name of the Arbitrator from the Insurance Co.. In case the Insurance Co. fails to give his consent within 30 days of dispatch of the request of the DMRC Ltd. then MD/DMRC shall nominate both the Arbitrators from the panel.

c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to Insurance Co. or from the larger panel of Arbitrators to be provided to them by DMRC Ltd. at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director / DMRC, New Delhi.

d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/DMRC fails to act without undue delay, the MD/DMRC shall appoint new Arbitrator /Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).

e) The DMRC Ltd. at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Insurance Co..

23.8.3 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 17.9.2 above):
The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be;

a Working / Retired Officer (not below E-8 grade in a PSU with which DMRC has no business relationship) of any discipline of Engineering or Accounts / Finance department, having experience in Contract Management of Construction Contracts; or

a Retired Officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management of Construction Contracts; or a Retired Officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-8 grade in DMRC or a PSU with which DMRC has a business relationship) of any Engineering discipline or Accounts / Finance department, having experience in Contract Management of Construction Contracts or retired judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

21.8.4 No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

23.8.5 Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during settlement through Conciliation proceedings.

23.8.6 It is agreed by both the Parties that in the cases where Arbitral Tribunal is consist of sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act , 2015 or as amended up to date.

23.8.7 If the Insurance Co.(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the DMRC Ltd./Engineer that the final bill is

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ready for signature of the Insurance Co.(s), he/they will be deemed to have waived his/their claim(s) and the DMRC Ltd. shall be discharged and released of all liabilities under the contract in respect of these claims.

- 23.8.8 Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- 23.8.9 The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model Time Schedule for conduct of Arbitration proceedings in a period of 180 days / 365 days will be made available to Arbitral tribunal for their guidance. Both the Parties should endeavor to adhere to time schedule for early finalization of Award.
- 23.8.10 The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 23.8.11 A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award.
- 23.8.12 A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

23.9 Interest on Arbitration Award

Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

23.10 Cost of Conciliation / Arbitration

The fees and other charges of the Conciliator / Arbitrators shall be as per the scales fixed by the DMRC Ltd. from time to time irrespective of the fact whether the Arbitrator(s) is / are appointed by the DMRC Ltd. or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the DMRC Ltd. and the Insurance Co.. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself.

23.11 Jurisdiction of Courts

Where recourse to a Court is to be made in respect of any matter, the court at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes between the parties.

23.12 Suspension of Work on Account of Arbitration

The reference to Conciliation / Arbitration shall proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the DMRC Ltd., Engineer and the Insurance Co. shall not be altered by reasons of arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Insurance Co. shall continue to be made in terms of the Contract.