

**NOIDA METRO RAIL CORPORATION LTD.**



**Block III, 3<sup>rd</sup> Floor, Ganga Shopping Complex, Sector 29, Noida 20101, Distt.  
Gautam Budh Nagar, Uttar Pradesh, Ph:0120-4344483/84**

**Website: [www.nmrcnoida.com](http://www.nmrcnoida.com)**

**CIN:U60231UP2014SGC066849**

**GSTIN: 09AAECN8020C1D0**

**Contract No. – NMRC/2021-22/F-118(II)/Insurance**

**INSURANCE OF ASSETS & PROPERTIES INCLUDING  
TRAINS AND OTHER LIABILITIES INSTALLED AT THE  
SECTIONS/INSTALLATIONS INCLUDING  
MAINTENANCE DEPOT AND ADMINISTRATIVE  
BUILDING AND OTHER LOCATIONS OF NOIDA METRO  
RAIL CORPORATION LIMITED**

## **General Information**

### **Background**

- a. Noida and Greater Noida are being developed as the satellite towns to Delhi/NCR and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.
- b. Noida Metro Rail Corporation Limited is a Special Purpose Vehicle (SPV) formed by Govt. of India and Govt. of Uttar Pradesh for planning and executing urban transport projects in Noida, Greater Noida regions under 50:50 equity sharing model. The Corporation desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of the Corporation is to help create an efficient, safe, reliable, economical and affordable public transport system. Noida Metro Rail Corporation is also engaged in providing City Bus Operation Service in Noida and Greater Noida region.
- c. An elevated metro line between Noida and Greater Noida is already under advanced stages of testing.
- d. NMRC invites E-Bids for selection of Insurance Company in prescribed Proforma from IRDA approved Non-Life Insurance Companies for taking various Insurance policies for a period of 1 year.
- e. NMRC will shortlist the Bidders on the basis of evaluation criteria mentioned in this RFP Document. On the basis of the minimum evaluation criteria, qualified Bidders will be shortlisted and financial proposal of only qualified Bidders will be opened.

### **About Metro Locations**

The metro corridor is 29.7 km long and is known as Noida Greater Noida Metro Rail Corridor. It comprises 21 metro stations starting from Sector 51 in Noida and ends up at Depot Station in Greater Noida. The map is in Appendix 1: Metro Alignment with the list of NMRC stations.

### **Communication**

All communications should be addressed to GM (Finance) Noida Metro Rail Corporation (NMRC) Limited Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida - 201301 District Gautam Budh Nagar, Uttar Pradesh

## Appendix 1

### Metro Alignment at a glance



Fig: The Upcoming Metro Line

Please Note: The map shown above is indicative (not to scale)

### List of Stations

S.NO.	Name of the Station
1.	Sector 51 Station
2.	Sector 50 Station
3.	Sector 76 Station
4.	Sector 101 Station
5.	Sector 81 Station
6.	NSEZ Station
7.	Sector 83 Station
8.	Sector 137 Station
9.	Sector 142 Station
10.	Sector 143 Station
11.	Sector 144 Station
12.	Sector 145 Station
13.	Sector 146 Station
14.	Sector 147 Station
15.	Sector 148 Station
16.	Knowledge Park II Station
17.	Pari Chowk Station
18.	ALPHA I Station
19.	DELTA I Station
20.	GNIDA Office Station
21.	Depot Station

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CORPORATION LIMITED**

## **NOTICE INVITING TENDER**

### **Section: Brief of Insurance requirement**

Noida Metro Rail Corporation Ltd. (NMRC) invites open e-tender in the prescribed Proforma from IRDA approved Non-Life Insurance Companies for taking various Insurance Policies, for a period of 1 year from 25.03.2021 plus 12 Months, as per the details hereunder: -

### **Eligibility Criteria**

1. The Insurance Company should be licensed by IRDA and approved to issue all the policies mentioned in the Tender document.
2. The insurance company must have a solvency margin of 1.5 in each of the last three Financial Years (2019-20, 2018-19, 2017-18).
3. The bidder must have a local office in Noida, for servicing all the policies.
4. The bidder must have a minimum annual written premium of INR 7500 Crores each year in the last 3 financial year ending 31.03.2020.
5. The bidder shall submit the claim settlement ratio & Solvency ratio which is more than 80% & 1.5 times. The claim settlement ratio & Solvency ratio is exempted for PSU Companies only.

### **INSURANCE POLICIES REQUIRED**

1. Standard Fire, Earthquake and Special Perils Policy(Including STFI),
2. Burglary /Theft Insurance Policy,
3. Money Insurance Policy
4. Special Contingency Insurance Policy for underground cables
5. Passenger Accident Insurance Policy & Public Liability Insurance Policy
6. Commercial General Liability Policy
7. Stand Alone Terrorism Cover for Rolling Stock (Metro Train Cars) Insurance Policy.

For assets installed at all sections/installations/depots of NOIDA METRO including Head Office, Stations & Depots w.e.f. period of 1 year from 25.03.2021 plus 12 Months,.

Brief details of the work are as under: -

<b>S/N</b>	<b>ITEM</b>	<b>DETAILS</b>
1.	Name of Work	1. Standard Fire, Earthquake and Special Perils Policy(Including STFI), 2. Burglary /Theft Insurance Policy, 3. Money Insurance Policy 4. Special Contingency Insurance Policy for underground cables 5. Passenger Accident Insurance Policy & Public Liability Insurance Policy 6. Commercial General Liability Policy 7. Stand Alone Terrorism Cover for Rolling Stock (Metro Train Cars) Insurance Policy.
2	Date of issue of Tender	05.03.2021
3	Tender available for online participation	From 05.03.2021 up to 19.03.2021 11:00 hr on e-tendering website <a href="https://etender.up.nic.in">https://etender.up.nic.in</a> Tender document can only be obtained after registration of tenderer on the website <a href="https://etender.up.nic.in">https://etender.up.nic.in</a> For further information on this regard Bidders are advised to contact on 0120-4344483 & 0120-4344484.
4.	Date / Time of Opening of Tender	19.03.2021 at 11:30 Hrs
5.	Pre Bid Meeting	11.03.2021 at 11:00 Hr Noida Metro Rail Corporation Ltd., Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301, distt. Gautam Budh Nagar, U.P
6.	Last date to issue Clarification	16.03.2021
7.	Authority for seeking clarifications	1) GM/ (Finance) Noida Metro Rail Corporation Ltd., Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301, distt. Gautam Budh Nagar, U.P., 2) NMRC has appointed M/s Marsh India Insurance Brokers Pvt. Ltd. as their exclusive insurance advisor / broker via tender no. <b>NMRC/FINANCE/INSURANCEBROKER/01/2020</b> , therefore relevant queries / clarifications can also be sought from NMRC on the following e-mail address: <a href="mailto:nmrcrajanprakash18@gmail.com">nmrcrajanprakash18@gmail.com</a>

## 1.1 SUBMISSION OF TENDER

The intending tenderer must be registered on e-tendering portal <https://etender.up.nic.in/nicgep/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.

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.

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

Though evaluation of tender will be done in respect of all insurance policies taken together (Ref. policy no.1 to 8 of Section: Brief of Insurance requirement). However, NMRC reserves the right to accept or reject the bid in part or full, without assigning any reason whatsoever.

The offer of the Bidder shall be valid for a period of 3 months from the date of submission of Tender.

In case of Money Insurance Policy, NMRC may request for addition in the sum insured at any time during the policy period and such an addition in the sum insured will not affect the rate of premium charged from NMRC by the insurer.

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

If at any time prior to the last date for submission of tenders, NMRC 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.**



## 1.2 **GENERAL TERMS & CONDITIONS**

1. The tender shall be submitted online only.
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's 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. NMRC 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 NMRC for rejection of its / their proposal. NMRC'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 NMRC 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 NMRC. However successful bidder is solely responsible to NMRC for the work awarded.
10. 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 NMRC 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 NMRC.

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 duly filled in.
12. All Bidders are hereby cautioned that Tender/Bid conditions need to be strictly complied with and that conditional offer with deviations from the conditions and other requirements stipulated anywhere 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.
15. The policy shall be interpreted as per the common English Language.
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.
17. Tender prices shall be quoted in Indian rupees only and the same shall be in figures and words both.
18. Insurance Premium and GST shall be quoted separately. Goods and Service Tax shall be paid at the prevailing rate in force. The evaluation of inter-se position shall be compared with amount exclusive of GST and the Insurance Company with lowest Premium shall be considered as successful (L1) bidder. The premium shall be quoted in BOQ uploaded in .XLS Format.
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.
20. All the parties shall be governed and bound by Indian Laws as amended from time to time under the Agreement.
21. The contract conditions shall supersede any riders stated in insurance policy which are in contradiction to the NMRC contract conditions.
22. **During the Contracted period of insurance policy there may be some additions/deletions in Assets Categories such as stations, trains etc. The same shall be deemed to be covered under specific policy cover on pro rata basis. Details of such additions shall be shared on continual basis and the policy shall stand updated with their revisions.**
23. Total sum proposed to be insured per instance /occasion under the Money Insurance policy is ₹ 45 Lakhs. The insurer will have to cover loss of cash collection of station up to the sum insured i.e. ₹ 45 Lakhs during the entire period of the policy. There is no annual ceiling /capping in regard to number of such occasions/instances.

### 1.3 CLAIMS, DISPUTES, CONCILIATION AND ARBITRATION

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

#### 1 No legal action till Dispute Settlement Procedure is exhausted.

Any and all Disputes shall be settled in accordance with the provisions of Clause 24. 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 24 shall have been 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.

#### 2 Notice of Dispute

For the purpose of Sub-Clause 24.3, 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.

#### 3 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.

#### 4 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 Conciliator maintained by the NMRC Ltd. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

#### 5 Conciliation Procedure

The NMRC Ltd. shall maintain a panel of Conciliator, who shall be from serving or retired engineer of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliator 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 and any statutory modification or re-enactment thereof.

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

The NMRC 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.

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.

## **6 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.

## **7 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 24.2 but could not be settled through Conciliation, together with counter claims or set off, given by the NMRC Ltd., shall be referred to arbitration. Other matter 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, Noida Metro Rail Corp. Limited, Noida (MD/NMRC).
- 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:

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 ₹ 2.00 crores;
- ii) 3 (Three) Arbitrators in all other cases.

## **8 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/NMRC, the NMRC 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 NMRC Ltd.. In case the Insurance Co. fails to choose one Arbitrator within 30 days of dispatch of the request of the NMRC Ltd. then MD/NMRC 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/NMRC, the NMRC 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 NMRC Ltd..
  - b) NMRC Ltd. will decide the second Arbitrator. MD/NMRC 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 NMRC Ltd. then MD/NMRC 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 NMRC 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 / NMRC, Noida.

- 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/NMRC fails to act without undue delay, the MD/NMRC 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 NMRC 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.

9 **Qualification and Experience:**

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 NMRC 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 NMRC or a PSU with which NMRC 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, Noida. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

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

Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence nor 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.

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.

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

Arbitration proceedings shall be held at Noida, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

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.

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 member of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

A party may apply for correction of any computational error, any typographical or clerical error 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.

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.

**10 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.

**11 Cost of Conciliation / Arbitration**

The fees and other charges of the Conciliator / Arbitrators shall be as per the scales fixed by the NMRC Ltd. from time to time irrespective of the fact whether the Arbitrator(s) is / are appointed by the NMRC 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 NMRC Ltd. and the Insurance Co.. However, the

expenses incurred by each party in connection with the preparation, presentation will be borne by itself.

**12 Jurisdiction of Courts**

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

**13 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 NMRC 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.

- 14** NMRC has appointed M/s Marsh India Insurance Brokers Private Limited as their sole insurance broker. 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. Brokerage to Marsh shall be as per IRDAI norms.



## **SCOPE OF WORK**

### **1.0 GENERAL**

Noida Metro Rail Corporation Ltd. (hereinafter referred to as NMRC) proposes to take insurance of Passengers / Public, Money, Assets / Properties / Trains for a period of one year.

The insurance cover will be for assets installed at all operative sections/installations/depots of NOIDA METRO including Head Office, All Stations & Depot.

### **1.1 INSURANCE POLICIES REQUIRED**

1. Standard Fire, Earthquake and Special Perils Policy(Including STFI),
2. Burglary /Theft Insurance Policy,
3. Money Insurance Policy
4. Special Contingency Insurance Policy for underground cables
5. Passenger Accident Insurance Policy & Public Liability Insurance Policy
6. Commercial General Liability Policy
7. Stand Alone Terrorism Cover for Rolling Stock (Metro Train Cars) Insurance Policy.

2.0 Following are the details of Insurance Policies that would be required: -

### **2.1 Standard Fire and Special Perils Policy**

Standard Fire and Special Perils Policy for Assets and Properties Installed at Stations / Depots / Operation Control Centre / Head Office / Other Installations of Noida Metro at location of Noida & Greater Noida. These include Electrical & Electronic Equipment / Machineries, Cables, Wiring, panels, Distribution Boards, Furniture, Fixtures & Fittings, Office equipment, Emergency lights, Stores & Spares etc. which exclude Civil Structure including Viaduct, Building, Track (Permanent Way), Rolling Stock & AFC. However it include installed at 21 station related to Civil Baffle Ceiling, Room Glass at SCR,EFO, TOM Room, Glass door at SCR, EFO & TOM and PSB Room Glass at Platform level & Window Room Glass at Concourse level etc.

#### **Add-on Cover required**

Sr. No.	Cover	Limits
1	Preparation of lost records/ re-writing records	₹ 5,00,00,000/- E.E.L. and in aggregate
2	72 hours clause	Required
3	Capital additions	₹ 5,00,00,000 at any one location

4	All kinds of expediting expenses (Holidays, overtime wages, express freight etc.)	₹ 5,00,00,000/- E.E.L. and in aggregate
5	Minor works erection / construction (Property in course of construction at insured premises during policy period)	₹5,00,00,000/- any one project and during policy period
6	Debris Removal including Foreign Debris	₹ 5,00,00,000/- E.E.L and in aggregate
7	Civil authorities / Public authorities clause	Total Sum Insured
8	Temporary removal for repair / refurbishment (excluding stocks)	₹ 5,00,00,000/- in aggregate
9	Loss Minimization Expenses	₹ 5,00,00,000/- E.E.L and in aggregate
10	Omission to Insure	5%
11	Escalation	5%
12	Architects, Surveyors and Consulting Engineers Expenses	₹ 5,00,00,000/- E.E.L and in aggregate
13	Disposal of Salvage	₹ 5,00,00,000/- E.E.L and in aggregate
14	Destruction of Insured Property	₹ 5,00,00,000/- E.E.L and in aggregate
15	Designation of Property Clause	
16	Obsolete Parts	₹ 5,00,00,000/- E.E.L. and in aggregate
17	Immediate Repairs clause & Temporary Protection	₹ 5,00,00,000/- E.E.L.
18	Fire Fighting Expenses/Foam Consumption	₹ 5,00,00,000/- E.E.L
19	shut down / startup expenses	₹ 5,00,00,000/- E.E.L. and in aggregate
20	Goods Held in Trust	₹ 5,00,00,000/- in aggregate
21	Deliberate Damage by authorities	₹ 5,00,00,000/- E.E.L.
22	On account payments	75% based on surveyors recommendations within 15 days
23	Smoke Damage Cover	₹ 5,00,00,000/- in aggregate
24	Cover for Railway Locomotives and Wagons including railway tracks	₹ 5,00,00,000/- E.E.L. to be considered
25	Involuntary betterment/Modification cost and expenses for incompatibility of the equipment	₹ 5,00,00,000/- E.E.L. and in aggregate
26	Impact damage due to insured own rail road vehicle including fork lifts cranes stackers/ reclaimer and the likes articles dropped there from including accidental damage	₹ 5,00,00,000/- E.E.L. and in aggregate
27	Nominated surveyor clause	Mack    Protocol    Puri Crawford    Skaad

		Rohit Singla   Rakesh Kapoor or any other surveyor with mutual consent
28	Original equipment manufacturer parts (OEM)	25%
29	Margin Clause	Required
30	Cover for Refractory Material	5,00,00,000/- E.E.L. and in aggregate damaged due to insured peril

### **1. PREPARATION OF LOST RECORDS / RE-WRITING RECORDS**

It is hereby understood and agreed that the Insurance is extended to indemnify the Insured in respect of costs necessarily and reasonably incurred in preparing /rewriting or redrawing Plans / Specifications / lost records of the contract works insured hereunder, when such Plans/ Specifications or records are lost or damaged by any cause not excluded under the Policy and the Insured needs to have them prepared , redrawn or rewritten in order to complete the project or to enable payment to be made for works already carried out. The liability of the Insurers shall not exceed in the aggregate during the Policy period the Sum Insured set forth in The Schedule. Subject otherwise to the terms, exclusions, conditions and limitations of this Policy.

### **2. EARTHQUAKE (Fire, Shock, Volcanic Eruption & Tsunami)**

It is hereby agreed and declared that this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this Policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting therefrom.

### **3. 72 HOURS CLAUSE**

It is agreed that any loss of or damage to the Insured property arising during any one period of 72 consecutive hours caused by Storm, Cyclone, Tempest, Flood or Earthquake shall be deemed as a single event and therefore to constitute one occurrence with regard to the excess provided in Section I of the Policy. for the purpose of the foregoing the commencement of any such 72 hours period shall be decided at the discretion of the Assured. It being understood and agreed however that there shall be no overlapping in any two or more such 72 hours periods in the event of damage occurring over a more extended period of time.

### **4. STORM, TEMPSET, FLOOD AND INNUNDATION:**

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an “add on cover” the words “excluding those resulting from earthquake volcanic eruption or other convulsions of nature” shall stand deleted.)

### **5. CAPITAL ADDITIONS**

The Insurance by this policy shall, subject to its terms and conditions extend to cover

only:

- (i) Any newly acquired buildings, machinery and plant to the existing locations so far as the same are not otherwise insured, and ;
- (ii) Alterations, additions and improvements to buildings to buildings, machinery and plant during the current period of insurance at any of the premises hereby insured, provided that:
  - a. At any one location this cover shall not exceed INR 5 Cr of on such property without payment of additional premium.
  - b. The insured undertake to give particulars of any such capital additions beyond INR 5cr of sum insured forthwith and pay such additional premiums on pro-rata basis at the same rates, terms and conditions of this policy.

#### **6. ALL KINDS OF EXPEDITING EXPENSES (HOLIDAYS, OVERTIME WAGES, ETC.)**

In the event of loss hereunder the Insurer shall also pay, in addition to the indemnity otherwise provided, the reasonable extra cost of safeguarding, preserving, temporary repair and of expediting the repair of such damaged property, including overtime and extra cost of express and other rapid means of transportation.

LIMIT: ₹ 5 Crs E.E.L. and in the aggregate

#### **7. MINOR WORKS**

These sections of the policy automatically include Minor alterations and/ or construction and/or reconstruction and/or additions and/or work carried out work carried out on any of the property insured under this policy, subject to a maximum contract value of INR 5Cr for any one project being the value of the said project at the commencement thereof.

Notwithstanding other terms and conditions herein, this extension of the policy shall only pay in excess of more specific insurance, if any, arranged in respect of minor works. The deductibles of this policy shall not apply where the amount payable under such other insurance exceeds the deductible herein but in no case shall be payable below the deductibles amount herein.

Should an occurrence covered hereunder damage an existing property, such damage to the existing property as well as the resulting business interruption (due to the damage affecting the existing property) is covered hereunder.

#### **8. REMOVAL OF DEBRIS INCLUDING FOREIGN DEBRIS**

This policy includes the cost and expenses of clearing debris, including the cost of cleanup, after loss, destruction or damage by a peril not otherwise excluded in this policy including but not limited to the costs and expenses actually incurred in the necessary dismantling, removal, demolition, shoring up or propping, clearance of drains and sewers temporary boarding up of the property so destroyed or damaged including undamaged portions and the Removal of debris (including the removal of contents whether damaged or undamaged) provided that:

- (i) Such costs are not recoverable under any other policy of insurance.

- (ii) No liability is assumed for the expense of removal of any property or part thereof, the removal of which is solely required by any governmental law or public ordinance.

Provided that this policy does not insure against the costs of decontamination or removal of water, soil or any other substance on or under the premises insured hereunder.

It is a condition precedent to recovery under this extension that the Insurer shall have paid or agreed to pay for direct loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible and that the Insured shall give notice to the Insurer of intent to claim for cost of removal of debris or cost of clean-up NOT LATER THAN 12 MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

#### **9. PUBLIC AUTHORITY CLAUSE**

If, in any case, the Insurer shall be unable to reinstate or repair the property hereby Insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Insurer shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

Notwithstanding the foregoing this condition shall not be deemed to exclude cover granted by the Public Authorities Extension herein.

In the event the Insured shall elect to receive monetary settlement per BASIS OF INDEMNIFICATION, this condition applicable to all sections shall not be applicable

#### **10. TEMPORARY REMOVAL FOR REPAIR/ REFURBISHMENT (excluding stocks)**

Subject to the following provisions, the property insured by this section of the policy is covered whilst temporarily removed for cleaning, renovation, repair and other similar purposes, elsewhere on the same or to any other premises within India.

The amount recoverable under this extension shall not exceed the amount which would have been recoverable had the destruction or damage occurred in that part of the premises from which the property is temporarily removed.

The extension does not apply to property otherwise insured or to the property held by the insured in trust.

LIMIT - ₹5 Crs in aggregate

#### **11. LOSS MINIMIZATION EXPENSES**

This Policy includes expenses for loss minimization necessarily incurred by the Insured to prevent any aggravation of an Insured Loss following a loss or damage at any Insured's Premises specified in The Schedule, including moving / shifting of property if this contributes to loss minimization, subject to a limit per loss as per schedule.

It is further clarified that the policy covers accidental physical damage as consequence

of an insured peril. Loss or damage caused by processing is clearly excluded. Stocks in Progress are covered as long as they are lost or destroyed as a result of the occurrence of direct damage insured by this policy.

Flaring of feedstock in process per se is not covered but following an indemnifiable loss as a loss prevention measure is insured under this policy

## **12. OMISSION TO INSURE, ADDITIONS, ALTERNATIONS AND EXTENSIONS: 5%**

The Insured having notified the Insurer of their intention to insure all property in which they are interested and it being their belief that all such property is insured, if hereinafter any such property shall be found to have been inadvertently omitted, the insurer will deem it to be insured within the terms of the Policy.

## **13. ESCALATION – 5%**

The policy permits for automatic pro-rata increase in the sum insured in respect of capital assets @ 5% from the date of inception till expiry of the policy. The increase in the sum insured shall be 1/365 th of the above-specified percentage for each day since inception up to the date of the loss.

## **14. ARCHITECT, SURVEYORS AND CONSULTING ENGINEERS FEES:**

The insurance by the policy shall include an amount in respect of architects, surveyors, consulting engineers' and legal and other fees necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorized under the scales of the various Institutions and/or bodies regulating such charges. This extension shall also include reasonable costs incurred by the Insured of a like nature. Limit as specified in the schedule.

LIMIT OF LIABILITY – 3% of claim amount subject to maximum of ₹5 crs E.E.L.

## **15. DISPOSAL OF SALVAGE**

The Insurer agrees not to sell or otherwise dispose of any property which is the subject of a claim hereunder without the written consent of the Insured provided that:-

(a) the Insured can establish to the satisfaction of the Insurer that to have done so would have been prejudicial to their interests in which event the Insured agrees to allow the Insurer to deduct from the amount of the claim an amount equivalent to the intrinsic value of any such property to the Insured;

(b) if (a) is unsatisfactory, the Insurer agrees to give the Insured first option to repurchase such property at its fair intrinsic value derived by the Surveyor through standard auction process

## **16. DESTRUCTION OF INSURED PROPERTY**

In the event of total or partial loss of or damage or destruction to the property hereunder, the destruction of sound insured property necessary for replacement and reinstatement of damaged insured property is covered

LIMIT – ₹5 Crs E.E.L. and in the aggregate

## **17. DESIGNATION OF PROPOERTY**

For the purpose of determining, where necessary, the item under which any property is insured, the insurers agree to accept the designation under which the property has been entered in the insured's books.

## **18. OBSOLETE PARTS**

In the event of spares currently insured hereunder and represented within the total sum insured under the Policy becoming obsolete following an indemnifiable loss to Plant and Machinery to which they belong, such spare should form part of the claim subject to Insurer's retaining right of salvage over such obsolete parts. Limit - ₹ 5 crs EEL and in aggregate

## **19. IMMEDIATE REPAIRS**

Upon notifying The Insurer, The Insured may repair any minor damage or replace any parts of the Property Insured that have sustained minor damage. In all other cases the Insurer's agent shall be given the opportunity to inspect the loss or damage before any repairs are effected and if the Insurer's Agent does not carry out the inspection within a period of time which could be considered reasonable under the circumstances, The Insured shall be entitled to proceed with the repair or replacement. Evidence of loss to be photographed and if any damaged items are replaced, the same to be preserved for inspection by surveyor. Limit - ₹ 5 crs EEL

## **20. FIRE FIGHTING EXPENSES / FOAM CONSUMPTION**

It is agreed that in the event of a fire or a series of fires arising directly or indirectly from the same occurrence including fire threatening to involve the Property Insured under this Section of the Policy, the Insured shall be entitled to recover:

- i. the actual cost of materials used and/or damaged or lost in extinguishing or controlling or attempting to extinguish or control any such fire;
- ii. the cost of all clothing and/or personal effects damaged and/or lost as a result of such fire and/or firefighting, extinguishing or controlling or attempting to fight, extinguish or control such fire unless more specifically insured elsewhere;
- iii. all other actual expenses (including wages and the like paid for firefighting, extinguishing or controlling or attempting to fight, extinguish or control such fire and/or localising such fire) All claims for personal injury are excluded. Limit for each and every loss: ₹5 Crs E.E.L

## **21. START UP / SHUT DOWN EXPENSES**

This policy extends to cover shut-down and start-up costs, subject to a limit of INR 5 Cr, necessarily and reasonably incurred by the Insured consequent upon damage covered by this policy.

## **22. GOODS HELD IN TRUST**

Certain items of the property may be subject of hire purchase, lease or other agreements and the interest of the other parties to these agreements is noted in this insurance, the nature and extent of such interest including other insurance to be disclosed in the event of loss, destruction or damage.

These may also include all real and personal property of every kind and description belonging to the Insured or to others (including but not limited to goods under consignment, held in trust or on lease or paid for awaiting delivery) for which the Insured may be held liable for loss or damage while in their care, custody or control.

### **23. DELEBERATE DAMAGE BY AUTHORITIES**

Subject to the terms and conditions of this policy, this insurance covers physical loss of property insured or expenses incurred by the insured, directly caused by any act or order of any governmental authority acting under the powers vested in them to prevent or mitigate the damage or imminent damage or threat thereof, resulting directly from damage to the property insured, provided such act of governmental authority has not resulted from lack of due diligence by the insured to prevent or mitigate such hazard or threat, thereof and to any other physical damage. Consequential losses are however excluded.

Limit for each and every loss: ₹5 Crs E.E.L.

### **24. ON ACCOUNT PAYMENT**

If so requested by the insured, the Insurers will make 75% advance payments on account of any loss as agreed upon between the Insured, the Insurer and the Loss Adjusters it being understood and agreed that should the advance payments made on account of any loss exceed the actual loss as determined under the provisions of this policy, the named insured shall refund such excess of the advance payment to the Insurer.

### **25. SMOKE DAMAGE COVER**

Policy may be extended to Include destruction of or damage to the property insured (by fire or otherwise) directly caused by smoke, soot, corrosive gases and heat waves.

### **26. COVER FOR RAILWAY LOCOMOTIVES AND WAGONS INCLUDING RAILWAY TRACKS**

Covered as being part of overall SI

### **27. INVOLUNTARY BETTERMENT/MODIFICATION COST AND EXPENSES FOR INCOMPATIBILITY OF THE EQUIPMENT**

In respect of loss or damage to property covered under the policy the insured may repair or replace with equivalent property which employs or recognizes current technology and/or Regulatory/Statutory requirement becoming operative at the time of damage and replacement or repair with such property shall not, for the purposes of this cover, be regarded as being better or more extensive than new.



This cover further extends to include the replacement of undamaged property in so far as it is necessary in order to adapt the remainder of the undamaged property to operate conjunction with that property which has been damaged and repaired or replaced. Should the amount of loss or damage in spite of betterment be well within the reinstatement value the limit under the involuntary betterment should not be triggered. Subject to otherwise to the terms exclusions, conditions and limitations of the Policy.  
Limit – ₹5 Crs E.E.L. and in the aggregate

**28. IMPACT DAMAGE DUE TO INSURED'S OWN RAIL / ROAD VEHICLES, FORK LIFTS, CRANES, STACKERS AND THE LIKE AND ARTICLES DROPPED THERE FROM, INCLUDING ACCIDENTAL DAMAGE**

It is hereby agreed and declared that the policy is extended to cover loss and/or damage caused due to impact by direct contact to Insured's property caused by Insured's own Rail/Road Vehicle, Fork lifts, cranes, stackers and the like and articles dropped there from.

**29. NOMINATED SURVEYOR CLAUSE**

Insurers agree that, in the event of an occurrence that is likely to give rise to a claim under this Policy, the Insured can appoint one of the following listed firms of Surveyors and Loss Adjusters to act as per requirement of Sec. 64 UM of Insurance Act 1938 to conduct loss or damage surveys and adjustment of claims. (List to be agreed at the time of placement)

**30. MARGIN CLAUSE**

Notwithstanding anything to the contrary in this policy or in any of its conditions, it is hereby agreed and declared that no adjustment in premium shall be made unless the values reported represent an increase or reduction of up to 5% of MD Value excluding stocks from the previous values declared. The premium shall be proportionately increased or reduced for the unexpired time of the policy if the increase or decrease is more than the agreed percentage as shown above.

**31. ORIGINAL EQUIPMENT MANUFACTURERS (OEM) PARTS**

It is further noted and agreed that in the event of accidental physical loss or damage to the Property Insured hereunder The Insured, at sole discretion, shall have the option to accept repair or replacement terms as offered by the Original Equipment Manufacturer (OEM) regardless of any other terms offered from other suppliers, manufacturers or fabricators. Provided always that the difference between the OEM quote and the lowest quote does not exceed 20% of the lowest quote and quotes are based on same technological specifications. As far as reasonable the order for repairs/ replacement can be placed with OEM on single quote basis for proprietary items/ equipment's.

Cost of Assets to be insured is mentioned **Value of Assets is declared on Gross Basis**  
Quote shall be made accordingly .

The insurance policy shall include other clauses such as Designation of Property Clause and Local Authority Clause.

Additions / deletions of the assets shall be intimated as and when on occurrence

The amount of claim shall be the actual damage occurring in a particular case at a particular location.

**Deductibles / excess** – As per GI council

## **2.2 THEFT & BURGLARY POLICY**

Burglary /Theft Insurance Policy include insurance cover for electrical & Electronic Equipment's Office Equipment's / Machineries, Furniture & Fittings, stores & Spare, Cables and Wiring installed, DG & DG Batteries at Stations / Depots / Operation Control Centre / Head Office / Other operative Installations of Noida Metro at location of Noida & Greater Noida

The following limits are stipulated:-

AOA- 30 Lakh

AOY - 2.00 Crore

### **Additional Covers**

- Waiver for FIR for claims up to INR 5 Lacs
- Waiver of Police Final Report
- Nominated Adjustors Clause – Protocol, Mack, Skaad, Puri Crawford, Rohit Singla, Rakesh Kapoor
- Theft extension
- RSDM Extension

**Deductible/Excess** - 5% of claim amount subject to minimum. of INR 10000.

## **2.3 MONEY INSURANCE FOR INDIVIDUAL STATIONS OF NOIDA METRO**

Loss of money from Safe / Counters at various stations of NMRC due to any type of accident, misfortune, burglary, house breaking, infidelity, RSMD & Terrorism. It include Cover for cash lying at stations within & after working hours & Cash in Transit Cover also.

### **Additional Cover**

- a. Cover for cash lying at stations within & after working hours
- b. Nominated Adjustors Clause – Mack, Protocol, Puri Crawford, Skaad, Rohit Singla, Rakesh Kapoor or any other surveyor with mutual consent
- c. Cash in Transit Cover

**Deductibles / Excess** – 5% of the claim amount subject to a minimum of INR 5,000

## **2.4 PASSENGERS ACCIDENT & PUBLIC LIABILITY INSURANCE**

### **a) PASSENGERS ACCIDENT INSURANCE**

Death or injury to the Passengers while travelling or at a station due to an accident of any type including collision / derailment / accidents of coaches, electrical failure, break down of any equipment, Terrorist Act, carelessness, negligence of passenger or staff of NMRC, failure of equipment, electricity shock, fire, any other untoward incidences and / or compensation awarded by any Indian court / Tribunal.

The sum to be insured per passenger is ₹4 lakhs. The estimated daily Ridership is approx. 0.50 lakhs in all the lines / sections mentioned above. The Passengers generally expected to be present in spread over time of 16 hours. The daily Ridership during the insurance period may vary (increase / decrease) on day to day basis based on actual passenger traffic received at the stations. The above mentioned Ridership figures indicate number of passenger travelled by Noida Metro per day and not the actual number of persons traveling in Noida Metro lines / sections at any point of time. At any given time maximum number of Passengers, either traveling in the train or waiting at the stations, will be 1,00,000 for all Lines / Sections / Trains (all trains and stations taken together). Maximum number of Passengers present at any one station, at any given time, will be 1000. Maximum number of Passengers traveling in a train at any time would be 1,500.

### **AVERAGE DAILY RIDERSHIP FOR ALL SECTIONS**

<b>Line</b>	<b>Section</b>	<b>Avg. Annual Ridership</b>
Aqua Line	Sector-51 to Delta Depot	50,000
<b>MAXIMUM RIDERSHIP CATERED ON ANY SINGLE DAY</b>		<b>1.00 LAKH</b>

Cover desired is comprehensive (Death + PTD + PPD + TD) as per Annexure-IX (Schedule of Compensation) including actual medical expenses.

The following limits are stipulated for passenger insurance liabilities:-

- i) AOA (Any One Accident) – the limit shall be ₹40 Lakhs.
- ii) AOY (Any One Year) – the limit shall be ₹ 50 Lakhs.

Quote shall be made accordingly.

### **Additional Cover**

- Policy shall allow waiver of Police FIR
- Cover for Medical Expenses – Upto Rs. 1 Lakh per person or actual whichever is lower
- Claim to be intimated within 60 days from date of accident except in the case of Death where intimation shall be given forthwith
- In event of claim, the claim payment to be done to the affected individual / their legal heirs whereas NMRC will act as a facilitator only
- Nominated Adjustors Clause – Mack, Protocol, Puri Crawford, Skaad, Rohit Singla, Rakesh Kapoor or any other surveyor with mutual consent
- 

**Deductibles / Excess - NIL**

### b) **PUBLIC LIABILITY INSURANCE**

Legal / Financial Liability to third party on account of accidental bodily injury / death / disease & or loss / damage to their property arising out of claim at any station i.e. within the station boundary due to any type of accident, incident, terrorism, carelessness, negligence of public or a staff of NMRC, Failure of Equipment, Electrical Shock, Fire, Any other untoward incident and / or compensation awarded by any Indian Court / Tribunal / Statutory Body.

The following limits are stipulated for public insurance liabilities:-

- i) AOA (Any One Accident) – the limit shall be ₹10 lakhs.
- ii) AOY (Any One Year) – the limit shall be ₹20 Lakhs.

The public expected in all the stations of above mentioned sections / lines would be 15,000. The Passengers generally expected to be present in spread over time of 16 hours. Maximum public present at any one station / location at any given time would be 500.

Required details are mentioned in Annexure-IX. Cover desired is comprehensive (Death + PTD + PPD + TD) as per annexure- VIII (Schedule of Compensation) with actual medical expenses.

### **NOTE: -**

1. Passenger means a person present with a valid Metro rail ticket present either in the Metro Station's building or in a train or anywhere in the station premises.

2. Public means a person present in the metro station premises other than the bonafide passenger.

**Additional Cover**

- Legal expenses included within the limit of liability
- Coverage for entire station areas, including but not limited to lifts, escalators, stairs, hoardings / advertising panels (both inside & outside the station premises, along the viaducts and on pillars), besides any area controlled by NMRC
- Coverage for care, custody, control
- Any liability arising from shops & stalls within UPMRC controller premises
- Lift / Escalator liability damages
- Nominated Adjustors Clause – Mack, Protocol, Puri Crawford, Skaad, Rohit Singla, Rakesh Kapoor or any other surveyor with mutual consent

**Deductible / Excess – NIL**

## 2.5 **STAND ALONE TERRORISM COVER FOR ROLLING STOCK (METRO TRAIN CARS)**

Insurance cover is required for Rolling Stock (Metro Trains comprising 76 Cars) procured under contract NRS-1 procured by Delhi Metro Rail Corporation Limited (DMRC) on behalf of Noida Metro Rail Corporation (NMRC) for Noida Greater Noida Corridor which are available in the below mentioned metro lines/sections as per details given hereunder: -

S/N	Contract No.	No. of Cars	Running on Metro Line / Section
1	NRS-1	76	Aqua Line (N-GN Corridor)
<b>TOTAL CARS</b>		<b>76</b>	<b>-</b>

All the above mentioned Rolling Stock of Insured (NMRC) is held by NMRC in trust and / or in joint account with others for which they have insurable interest in case of loss or damage, remains covered under this policy, whilst: -

- These are operating in NMRC Operational areas
- Stationed at any of the Insured / NMRC locations/premises
- Stationed at any of the location / premises which is in the custody and control of the Insured/NMRC

The following limits are stipulated:

AOA ₹ 42 Crore

AOY ₹ 84 Crore

### **Additional Cover**

- Third Party terrorism liability coverage for AOA:AOY - INR 25 Crores
- Nominated Adjustors Clause – Mack, Protocol, Puri Crawford, Skaad, Rohit Singla, Rakesh Kapoor or any other surveyor with mutual consent

The excess/deductible will be ₹ 50 lakhs.

## 2.6 **SPECIAL CONTINGENCY POLICY**

Cover is required for underground cable passing through public area against Theft and Damage by external agencies.

NMRC carries out route patrolling of all its cables, covered in the scope of work, on daily basis. As soon as excavation by any agency is reported NMRC staff visits the site and stop agency's work and ask them to first obtain proper permission from NMRC's concerned authorities before carrying out the work. Route marker are also provided along the cable routes at a distance of 50-100 meter as per site conditions. These cables route marker also display phone number of Traction Power Controller of NMRC.

Whenever NMRC receives any excavation request from any external agency or person then NMRC staff is deputed alongwith necessary drawings and other details to guide and direct the agency to cross the NMRC cable(s) at a safe distance.

The following limits are stipulated

AOA (Any One Accident) – the limit shall be ₹1.00 Crore.

AOY (Any One Year) – the limit shall be ₹3.00 Crores.

#### **Additional Cover**

- Nominated Adjustors Clause – Mack, Protocol, Puri Crawford, Skaad, Rohit Singla, Rakesh Kapoor or any other surveyor with mutual consent
- Reinstatement Value Clause
- Scale for depreciation, if any, to be as per Insured Books of Accounts
- Useful life of asset to be considered as per Balance Sheet
- For capitalization details – NMRC self-certification shall suffice
- Complete coverage for authority charges / penalties within the AOA limit

Deductible/Exclusions-5% of the claimed amount subject to minimum of ₹75000

## **2.7 Commercial General Liability Insurance Policy**

Insured	NMRC and all its subsidiaries / associate companies / joint ventures. All premises to be covered on un-named basis
Cover	Commercial General Liability Insurance Policy
Coverage & Interest Insured	1. General Liability or Premises Liability (any Legal Liability due any bodily injury / property damage) 2. Product Completed Operation Liability
Policy Type	Occurrence Based

Policy Limits Aggregate Total Limit of Liability per Policy Period for all Loss of all Insureds under all insurance covers combined to AOA: AOY - 10 Lakh: 5.00

Crore

Territory – India

Jurisdiction – Worldwide

#### **Retention-**

General Policy retention:

INR 50,000 for each & Every General/Premises Liability Claims

Minimal for each & Every Product Completed Operations Liability Claims

### **Coverages & Limits**

<b>Coverages</b>	<b>Limits</b>
72 hours sudden and accidental pollution extension	Full Limits
Additional Insured where required by contract	
AOG perils	Full Limits
Automatic Cover for newly acquired entities for total asset value not exceeding 30% of the gross assets of the acquiring entity	
Claim series Clause	Full Limits
Compensation for Court Attendance	INR 50,000 per person and no aggregate
Coverage for the liability of the insured for work or operations performed by sub-contractors on behalf of the insured	Full Limits
Crisis Response Cover / Crisis Management	10% of Policy Limits
Cross Liability	Full Limits
Maximum Sub-limited coverage for sexual abuse and molestation	
Carve back in Bodily Injury definition to include mental anguish and emotional distress	
Discovery Period	90 Days
Blanket Premises Endorsement	
Duties in the event of occurrence, offense, Claim or Suit to be amended to include Knowledge of Control Group in place of insured	
Effluent discharge	10km (Full Limits)
Extra Facilities Extension	Full Limits
Fines and Penalties where insurable by Law	10% of Policy Limits
Fire Damage	INR 5 Crores per occurrence
Food & Beverages Liability	Full Limits
Incidental Medical Malpractice	
Liability for Loss, theft or damage to unspecified Guest Property (Including Foreign or National Currency & Valet Parking)	
Liability arising out of projects undertaken by the insured for renovation of existing property/interior alteration/new addition to existing building/repair/refurbishment	Full Limits



Liability for organization of any Exhibition or promotion or other marketing activities including such events outside own premises where participation is by invitation from the insured. This also includes Employee trainings organized by insured.	Full Limits
Lift/Escalators Liability	Full Limits
Liquor Liability Coverage	
Medical Expense	INR 350,000 per person
Non-cancellation of Policy except on Non-Payment of Premium	
Non-owned & Hired Automobile liability	Full Limits
Personal & Advertising Injury	Full Limits
Surrounding Property Coverage	
Technical Collaborator extension	Full Limits
Tenant's legal liability	
Terrorism Legal Liability	Full Limits
Transportation Legal Liability	Full Limits
Travel of Executives Worldwide extension clause	Full Limits
Valuables under Care, Custody & Control Coverage	INR 10 Crores
Waiver of subrogation	
Unnamed vendor extension	Full Limits
Policy to be primary and non-contributory	
No exclusion for Covid19 / Communicable Diseases / Biological Agents or related exclusions	
No exclusion for opioids/narcotics/electronic smoking devices etc. or related exclusions	

**a. SPECIAL CONDITION OF THE CONTRACT**

- i. Draft Policy wording specifying scope of coverage, add-on cover, exclusions, deductibles and other terms & conditions proposed by the Insurer shall be attached.
- ii. Soft Copies of audited balance sheet for the last three year (2017-18, 2018-19 & 2019-20) should be submitted.
- iii. Information shall be provided in complete details asked for in Annexure- by the bidder.
- iv. Insurer is required to submit undertaking as per Annexure's on company's letter head.

Contract No: - NMRC/2021-22/F-118(II)/Insurance

Insurance of assets & properties including trains and other liabilities installed at the  
sections/installations including maintenance depot and administrative building and other  
locations of Noida Metro Rail Corporation limited

## **COMMERCIAL BID**

**Annexure-I**

**Standard Fire, Earthquake and Special Perils Policy (Including STFI),**

(Fig in Rupees)

S/N	Items	Perils	Sum Insured	Net Premium	GST	Premium Including All taxes
1	Standard Fire and Special Perils Policy for Assets and Properties Installed at Stations / Depots / Operation Control Centre / Head Office / Other Installations of Noida Metro at location of Noida & Greater Noida. These include Electrical & Electronic Equipment / Machineries, Cables, Wiring, panels, Distribution Boards, Furniture, Fixtures & Fittings, Office equipment, Emergency lights, Stores & Spares etc. which exclude Civil Structure including Viaduct, Building, Track (Permanent Way), Rolling Stock & AFC. it include installed at 21 station related to Civil Baffel Ceiling, Room Glass at SCR,EFO, TOM Room, Glass door at SCR, EFO & TOM and PSB Room Glass at Platform level & Window Room Glass at Concourse level etc.	Standard Fire, Earthquake & STFI	948.00 Crores AOA: AOY:			

\* The bid is to be submitted by tenderer in BOQ which is in .XLS Format.

Authorized Signatory  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Seal/Stamp \_\_\_\_\_

**Annexure-II**

**Burglary/Theft Insurance**

(Fig in Rupees)

S/N	Items	Perils	Sum Insured	Net Premium	GST	Premium Including All taxes
1	Burglary /Theft Insurance Policy include insurance cover for electrical & Electronic Equipment's Office Equipment's / Machineries, Furniture & Fittings, stores & Spare, Cables and Wiring installed, DG & DG Batteries at Stations / Depots / Operation Control Centre / Head Office / Other operative Installations of Noida Metro at location of Noida & Greater Noida	Burglary/Theft Insurance	240.00 Crores AOA: 30 Lakh AOY: 2.00 Crore			

\* The bid is to be submitted by tenderer in BOQ which is in .XLS Format.

Authorized Signatory  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Seal/Stamp \_\_\_\_\_

**Annexure-III**

**MONEY INSURANCE FOR INDIVIDUAL STATIONS OF NOIDA METRO**

(Fig in Rupees)

S/N	Items	Perils	Sum Insured	Net Premium	Goods and Service Tax	Premium Including All taxes
1	Money in Safe / Cash Counters	Loss of money from Safe / Counters at various stations of NMRC due to any type of accident, misfortune, burglary, house breaking, infidelity, RSMD & Terrorism. It include Cover for cash lying at stations within & after working hours & Cash in Transit Cover also.	₹ 45 Lakhs			

\* The bid is to be submitted by tenderer in BOQ which is in .XLS Format.

Authorized Signatory  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Seal/Stamp \_\_\_\_\_

**Annexure–IV**

**SPECIAL CONTINGENCY POLICY**

(Fig in Rupees)

S/N	Items	Perils	Sum Insured	Net Premium	Goods and Service Tax	Premium Including All taxes
1	Cover is required for Underground cables as at all location of Noida & Greater Noida pertain to NMRC Ltd.	Damage by external agencies to underground cables including theft that are passing through public area.	₹31.34 Crores AOA ₹ 1 Crore AOY ₹3 Crore			

\* The bid is to be submitted by tenderer in BOQ which is in .XLS Format.

Authorized Signatory  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Seal/Stamp \_\_\_\_\_

**Annexure-V**

**PASSENGER ACCIDENT & PUBLIC LIABILITY INSURANCE**

(Fig in Rupees)

S/N	Items	Perils	Sum Insured	Net Premium	Goods and Service Tax	Premium Including All taxes
1	All Passengers travelling or present at stations premises of NMRC	Passenger Accident cover (Death, PTD, PPD, TD & Medical Expenses) and / or compensation awarded by any Indian Court / Tribunal	Sum Insured-₹1 crore ₹40lakhs(AOA) ₹50Lakhs(AOY)			
2	All public present in the station premises other than paid area & trains (including unpaid area, circulating area, parking or any other area under NMRC's jurisdiction)	Accident cover (Death, PTD, PPD, TD & Medical Expenses) and / or compensation awarded by any Indian Court / Tribunal	₹10 Lakhs(AOA) ₹20 Lakhs (AOY)			
<b>GRAND TOTAL</b>						

\* The bid is to be submitted by tenderer in BOQ which is in .XLS Format.

Authorized Signatory  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Seal/Stamp \_\_\_\_\_

**Annexure-VI**

**Commercial General Liability Insurance Policy**

(Fig in Rupees)

<b>S / N</b>	<b>Items</b>	<b>Perils</b>	<b>Sum Insured</b>	<b>Net Premi um</b>	<b>Goods and Service Tax</b>	<b>Premi um Includi ng All taxes</b>
1	Comme rcial General Liabilit y Insuran ce Policy	Legal / Financial Liability to any third party including passengers on account of bodily injury including mental anguish or disturbance / death / disease & or loss / damage to their property due to any type of accident, incident, terrorism, carelessness, negligence of public within NMRC controlled areas or a staff of NMRC, Failure of Equipment, Electrical Shock, Fire, Any other untoward incident and / or compensation awarded by any Indian Court / Tribunal / Statutory Body.	AOA: AOY - 10 Lakh: 1.00 Crore			

\* The bid is to be submitted by tenderer in BOQ which is in .XLS Format.

Authorized Signatory  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Seal/Stamp \_\_\_\_\_



**Annexure–VII**

**STAND ALONE TERRORISM COVER OF ROLLING STOCK (METRO TRAIN CARS)**

(Fig in Rupees)

S/N	Particular	Coverage	Sum Insured	Net Premium	Goods and Service Tax	Premium Including All taxes
1	Rolling Stock (Metro Trains comprising 76 Cars) procured for Noida-Greater Noida Aqua line operation. It will include all location of Noida & Greater Noida. Add on :Third Party terrorism liability coverage for AOA:A0Y - INR 25 Crores	Stand Alone Terrorism Cover	774.00 AOA ₹ 42 Crore AOY ₹84 Crore			

\* The bid is to be submitted by tenderer in BOQ which is in .XLS Format.

Authorized Signatory  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Seal/Stamp \_\_\_\_\_

**Annexure-VIII**

**SCHEDULE OF COMPENSATION PAYABLE FOR DEATH & INJURIES**  
**UNDER PASSENGER PERSONAL ACCIDENT INSURANCE**

(Fig In Rupees)

S/N	PART I	Amount of Compensation (in ₹)
1	For Death	4,00,000

	PART II	
1	For Loss of Both hands or Amputation at higher sites	4,00,000
2	For Loss of hand and a foot	4,00,000
3	For double amputation through leg or thigh or amputation through leg or thigh on one side and loss of other foot	4,00,000
4	For loss of sight to such an extent as to render the claimant unable to perform any work for which eye sight is essential	4,00,000
5	For very severe facial disfigurement	4,00,000
6	For absolute deafness	4,00,000

	PART III	
1	For amputation through shoulder joint	3,60,000
2	For amputation below shoulder with stump less than 8" from tip of Acromion	3,20,000
3	For amputation from 8" tip of Acromion to less than 4-½" below tip of olecranon	2,80,000
4	For loss of hand or the thumb and four finger of one hand or amputation from 4-½ " below tip of olecranon	2,40,000
5	For loss of thumb	1,20,000
6	For loss of thumb and its metacarpal bone	1,60,000
7	For loss of four finger of one hand	2,00,000
8	For loss of three finger of one hand	1,20,000
9	For loss of two finger of one hand	80,000
10	For loss of terminal phalanx of thumb	80,000
11	For amputation of both feet resulting in end bearing stumps	3,60,000
12	For amputation through both feet proximal to the metatarsophalangeal joint	3,20,000
13	For loss of all toes of both feet though the metatarsophalangeal joint	1,60,000
14	For loss of all toes of both feet proximal to the proximal interphalangeal joint	1,20,000

15	For loss of all toes of both feet distal to the proximal interphalangeal joint	80,000
16	For amputation of hip	3,60,000
17	For amputation below hip with stump not exceeding 5" in length measures from hip of great trochanter but not beyond middle thigh	3,20,000
18	For amputation below hip with stump exceeding 5" in length measures from tip of great trochanter but not beyond middle thigh	2,80,000
19	For amputation below middle thigh to 3 1/2" below knee	2,40,000
20	For amputation below knee with stump exceeding 3 1/2" but not exceeding 5"	2,00,000
21	Fracture of spine with paraplegia	2,00,000
22	For amputation below knee with stump exceeding 5"	1,60,000
23	For loss of one eye without complication the other being normal	1,60,000
24	For amputation of one foot resulting in end bearing	1,20,000
25	For amputation through one foot proximal to the metatarsophalangeal joint	1,20,000
26	Fracture of spine without paraplegia	1,20,000
27	For loss of vision of one eye without complications of disfigurement of eye ball, the other being normal	1,20,000
28	For loss of all toes of one foot through the metatarsophalangeal joint	80,000
29	Fracture of hip joint	80,000
30	Fracture of major bone Femur Tibia both limbs	80,000
31	Fracture of major bone Humerus Radius both limbs	60,000
32	Fracture of Pelvis not involving joint	40,000
33	Fracture of major bone Femur Tibia one limb	40,000
34	Fracture of major bone Humerus Radius Ulna one limb	32,000

**Annexure-IX**

(Fig in Rupees)

<b>Name of Policy/Insurance Category</b>	<b>Coverage</b>	<b>Deviation Proposed from RFP</b>

\* In case of any Deviation, the Insurance Companies shall be rejected from RFP

**Annexure-X**

(On Company's Letter Head)

To

Noida Metro Rail Corporation Ltd.  
Block III, 3rd Floor, Ganga Shopping Complex,  
Sector-29, Noida-201301, U.P.,  
Distt. Gautam Budh Nagar

**UNDERTAKING**

Dear Sir,

1. We hereby agree to provide the Insurance Policies as outlined in your bidding document.
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, complete acceptance and compliance to the provisions contained in the bidding document. 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 NMRC.
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, NMRC, in any manner, will not be held responsible and we will not demand any additional payment from NMRC on this account.
6. Copies of confirmations / undertakings / submissions as per the terms & conditions of the Bid document are enclosed here with.

Date:

Place:

Stamp and Signature of the Bidder  
Name -----  
Designation \_\_\_\_\_  
Seal/Stamp \_\_\_\_\_

**Annexure-XI**

**PERFORMANCE RECORD OF INSURANCE COMPANY DURING THE LAST  
3 YEARS**

<b>Sr. No.</b>	<b>Insurer Name</b>	<b>Financial Year</b>	<b>Solvency Ratio</b>	<b>Claim Settlement Ratio</b>
<b>1</b>		<b>2017-2018</b>		
<b>2</b>		<b>2018-2019</b>		
<b>3</b>		<b>2019-2020</b>		

Authorized Signatory  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Seal/Stamp \_\_\_\_\_

- The above form shall be certified by statutory auditors of Insurance Company along with membership no, UDIN number, Firm Registration Number, stamp & Signature visible properly.

### **Instructions for Online Bid Submission:**

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etender.up.nic.in/nicgep/app>.

#### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement system of the Uttar Pradesh (URL: <https://etender.up.nic.in/nicgep/app>) by clicking on the link “**Online bidder Enrollment**” on the 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 number 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 parameter These parameter 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 parameter 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 cover 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 coloured (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 buyer's/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid opener.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid opener.
- 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.

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