



Tender No. CMRL/HR/GILP/2018

TENDER FOR PROVISION OF GROUP INSURANCE LIFE COVER POLICY

CHENNAI METRO RAIL LIMITED

(A Joint Venture of Govt. of India and Govt. of Tamil Nadu)

CMRL Depot Admin Building
Poonamallee High Road
Koyambedu
Chennai – 600 107
Tamil Nadu

CHENNAI METRO RAIL LIMITED

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GROUP INSURANCE LIFE COVER POLICY

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CHENNAI METRO RAIL LIMITED
Notice Inviting Tender
TENDER No.CMRL/HR/GIP/2018

Chennai Metro Rail Limited invites Tenders (e-procurement) through **Central Public Procurement Portal (CPP)** from reputed insurance service providers duly accredited by IRDA certification, for provision of Group Insurance Life Cover Policy to CMRL Employees. The details are as under.

| | | |
|----|--|--|
| 1 | Name of Work | Providing Group Insurance Life cover policy to CMRL Employees. (Executives-118, Non Executives-177 : Total-295). The members inclusion in the policy is based on willingness of the employees. Hence, the above strength may increase or decrease during policy period. |
| 2 | Tender Validity | The tender shall remain valid and open for acceptance for a period of 180 days from the date of opening of the tender. |
| 3 | Details of Techno-Commercial and Financial Bid | Techno Commercial Bid (Packet-A) a). Cost of Tender Fee (by on-line transaction) b). EMD (by on-line transaction) c). Technical & Commercial documents with all Annexures. |
| 4 | | Financial Bid (Packet-B) a). Price Schedule. |
| 5 | Period of Contract | The period of contract will initially for 1 (one) year extendable by another 2 (Two) years on year to year basis based on requirement and mutual consent of premium rate with the insurer. |
| 6 | Cost of Tender Documents | Rs.8,000/- (Rupees Eight Thousand only) shall be paid online through NEFT/RTGS to CMRL Bank Account. |
| 7 | Tender Security Amount (Earnest Money Deposit) | Rs.17,100/- (Rupees Seventeen Thousand One Hundred only) shall be paid online through NEFT/RTGS to CMRL Bank Account. |
| 8 | Tender document download | e-Tender publication date and : 24/11/2018 (1000 hrs.) Document download start date |
| 9 | Date of Pre-bid Meeting | 05/12/2018 at 1200 hrs. Last date of seeking clarifications in writing/ email/ letter in post 06/12/2018 |
| 10 | Last date and time of submission of Tender | 21/12/2018 up to 1300 hrs. |
| 11 | Date and Time of Opening of Tender (Techno Commercial Bid) | 22/12/2018 @ 1300 hrs. |
| 12 | Tender Inviting Authority, Seeking clarifications, Pre-bid meeting. Place for pre-bid meeting. | Chief General Manager (HR) Chennai Metro Rail Limited, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai, Tamil Nadu – 600 107 cgmhr.cmrl@tn.gov.in |
| 13 | Bank Account Details of Chennai Metro rail Ltd | a). Bank Name: CANARA BANK, Chennai Teynampet Branch, Chennai-600018. b). Account No: 0416214000030 c). IFSC Code : CNRB0000416 |
| 14 | Bidders barred from bidding of this tender: | The bidder or JV partners who have under suspension, debarred, black listed, terminated abandoned any contract executed for similar works in any of the Central/State/Government/PSUs/Metro Railways/Large Private Limited /Limited Companies or any other similar and huge organizations during the last 7 years are ineligible to apply for this tender. |
| 15 | Website from which Tender Documents and any additional information can be downloaded. | http://eprocure.gov.in/eprocure/app |

Note:

Bidders are advised to remain vigilant and monitor the website <http://eprocure.gov.in/eprocure/app> and www.chennaiemr.com for all updates on the Tender Document such as Addendum(s), Reply to Query, Postponement of any schedule etc.

Chief General Manager (HR)

DISCLAIMER

1. CHENNAI METRO RAIL LIMITED, (hereinafter mentioned as CMRL) does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document. Therefore, each Bidder should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Bid Document. The Bidder shall bear all its costs associated with the preparation and submission of its Bid including expenses associated with any clarifications, which may be required by CMRL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and CMRL shall not be liable in any manner.
2. CMRL will have no liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the contract, the information and any other information supplied by or on behalf of CMRL or otherwise arising in any way from the selection process of the Contractor.
3. Mere purchase of the tender document or participation in the tender does not entitle any bidder to have been qualified or selected for award of the tender. CMRL reserves the right to reject any or all of the Bids submitted in response to this Bid Document at any stage without assigning any reasons whatsoever. CMRL also reserves the right to withhold or withdraw the process at any stage with intimation to all Bidders who have submitted the Bid.
4. CMRL reserves the right to change / modify / amend any or all of the provisions of this Bid Document at any stage. Such changes shall not be notified to all bidders who have bought the tender document.
5. Bidders are advised to remain vigilant and monitor the website <http://eprocure.gov.in/eprocure/app> and www.chennai-metro-rail.org for all updates on the Tender Document such as Addendum(s), Reply to Query, Postponement of any schedule etc. Such notifications will not be sent to individual bidders and the bidders are advised to check the website for such updates/changes. No claims or compensation will be entertained on account of the Bidder having not read/noticed the updates.

PREAMBLE

- a. : **Law Governing the Contract:** The contract shall be governed by the law for the time being in force in the Republic of India.
- b. : **CMRL**, wherever used means "**Chennai Metro Rail Limited**, (a Joint Venture of Govt. of India and Govt. of Tamil Nadu) with Corporate Office located at CMRL Depot, Admin Building, Poonamallee High Road, Koyambedu, Chennai – 600 107, Tamil Nadu.
- c. : "**Contract**" means and includes the invitation to tender, instructions to Bidder, tender, acceptance of tender, General Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
- d. : "**Bidder**" or "**Tenderer**" shall mean the person / the firm / co-operative or company who tenders for such Group insurance policy with a view to execute the Insurance policy on contract basis with CMRL and shall include their personal representatives, successors and permitted assignees.
- e. : "**Tender Documents**" means all documents whether containing words, figures or drawings which are, before the delivery of the Contractors tender and for the purposes of his tender, issued to him by or on behalf of CMRL or embodied by reference in such delivered documents or specified therein as being available for inspection by the Contractor.
- f. : "**Words**" importing the singular number shall also include the plural and vice versa where the context requires and similarly men shall also include women and vice versa where the context requires.
- g. : "**Omissions and Discrepancies**": Should a Bidder find discrepancies in or omissions from any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenders. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful Bidder shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- h. : "**Notices and Instructions**": Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered post/fax/email to the office, or to the address of the firm last furnished by the Contractor.
- i. : "**Language of Tender**": The tender prepared by the bidder and all correspondence and documents relating to the tender shall be in English language. Submitted documents will not be returned by CMRL to the bidder.
- j. : "**Currency**": The currency for the purpose of the Proposal shall be the Indian National Rupee (INR) only.
- k. : "**Lowest Tenderer (L1)**": Means the substantially responsive tender with the lowest evaluated price
- l. : "**Lowest Tender**": Means the substantially responsive tender with the lowest evaluated price.
- m. : "**Tender**": except where the context otherwise requires, means the formal offer made by a tenderer in pursuance of an invitation by the Tender Inviting Authority.
- n. : "**Tender document**", "**Bid**" : means a set of papers containing details of works, materials rates, requirement of works, services, technical specifications, procedure and criteria for evaluation and comparison of tenders and other relevant particulars.
- o. : **Similar work:** Group insurance policy which provides "Life cover" as per the details mentioned in the scope of work.
- p. : "**Life cover**" loss of life : means the policy will cover death due to any reasons, anywhere at any time including suicidal death to the insured employee.

INSTRUCTIONS TO TENDERERS

1. Chennai Metro Rail Limited (CMRL) is a Joint Venture of Government of India and Government of Tamil Nadu and is entrusted for implementation of Metro Rail project in Chennai City. CMRL invites Tenders through **Central Public Procurement Portal (CPP)** for providing Group Insurance Life Cover to CMRL employees, from reputed Insurance service providers duly accredited by IRDA certification.
2. The Tender document duly encompasses the Scope of coverage, Eligibility Criteria, Evaluation process, Terms and Conditions and other associated / related document(s) / Annexure(s) etc.
3. This tender document does not purport to contain all the information that each bidder may require. Bidders are requested to conduct their own investigation / analysis and to check the accuracy, reliability and completeness of the information in this Tender Document before participating in the tender process. CMRL makes no representation or warranty and shall incur no liability under any law, statute, rules and regulations in this regard.
4. Bidders shall read carefully the contents of this tender document and to provide the required information. Each page of the Tender Document (including General Conditions of Contract), Addendum (if any), Reply to Query (if any) and other submissions, along with submission of the tender, shall be Numbered, Signed (by authorized signatory) and Stamped, as a token of acceptance of terms and conditions of the tender. Any unsigned and unstamped document will not be considered for evaluation. All tender documents shall be attached and submitted in English Language only.
5. The tender should not be conditional. Each Bidder shall submit only one tender either by himself or as a partner in a joint venture. If a Tenderer submits, or if any one of the partners in a joint venture participates in more than one tender then all such tenders in which the bidder has participated will be considered invalid. Submission of more than one tender from a particular bidder shall lead to disqualification. The tender should be submitted as per the tariff/rules/regulations wherever applicable.
6. The Insurance Contract shall be governed by the Tariff / Rules/ Guidelines and Insurance Policies as filed with IRDA by the Insurance Company, which the Insurer shall confirm at the time of submission of the tender.
7. Bidders should provide all the required Techno-Commercial and associated information and attach supporting documents as earmarked / mentioned duly signed by the bidder / authorized signatory of the bidder and attested by the certified auditors wherever required, if the bidders fail to submit the above, will be considered invalid.
8. Bidders are requested to mention the claim submission procedures and proof of documents to be attached for claiming/settle the final "Life Cover" benefits of the employee in their letter pad duly signed by the authorized signatory.
9. For any query from the bidder, CMRL reserves the right not to offer clarifications on any issue raised in a query. No extension of any deadline will be granted if CMRL does not respond to any query or does not provide any clarification. All queries related to this tender shall be submitted in writing seven days before closing of the bid.

10. Enrolment in CPP Portal: To participate in e-procurement all vendors must enroll themselves with the CPP Portal. The procedure mentioned below is to be followed: -
 - a. **Enrolment:-**
 - a. Go to "<http://eprocure.gov.in/eprocure/app>" web site.
 - b. Click on "Click **here to enroll**". It will take you to 'on **line enrolment**' screen.
 - c. Against **User type**, select either 'individual' or 'corporate'.
 - d. Please specify your **log in ID**, indicated in the application while applying for DSC.
 - e. Please create your own **password**. Before creating, please refer to '**Password Policy**' that appears on the right side of the screen. Password should be in accordance with that policy.
 - f. **Confirm the password** once again.
 - g. Click on "**Next**".
 - h. You will see a screen which will have several fields. Please fill as many fields as possible, but keep in mind **to fill all mandatory fields which are marked with an asterisk (*)**.
 - i. After entering the fields, click on "**Submit**".
 - j. You will get a message that Log in ID registered successfully, that completes your entry.
 - b. **Registration:** Tenders are open to the eligible bidders, In order to submit the Bid, the bidders have to get themselves registered on-line on the e-Procurement portal (<http://eprocure.gov.in/eprocure/app>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India. The on-line Registration of the Bidders on the portal will be free of cost and one time activity only. If the bidder is an individual person then he should register himself under "Individual" category and if the bidder is a proprietorship firm/partnership firm/Joint venture/Company then registration should be under "**Corporate**" category. The registration must be in the name of bidder, whereas DSC holder may be either bidder himself or his duty authorized person.
 - c. **Tender dates:** Tenders will be published on-line on <http://eprocure.gov.in/eprocure/app> website and eligible bidders having Class II/ III Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India, will be able to participate.
11. The Techno-Commercial and Financial Bids are required to be submitted online through **CPP portal**. Bidder are requested to remain in touch with CPP portal <http://eprocure.gov.in/eprocure/app> for any kind of latest Information, Addendum(s), Updates(s), reply to query, postponement of any schedule, etc. regarding the bid. No claims or compensation will be entertained on account of the bidder having not read /noticed the updates.
12. Bidder will not be considered if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage i.e. after completion of the tender process then also CMRL may annul the award, forfeit EMD (if any held with CMRL). Further the bidder may be blacklisted for participation in any future tender(s) of CMRL.

13. CMRL will display the name of the successful bidder on CMRL's website and on **CPP Portal** for information of all concerned.
14. In the event of the contractor backing out/violation of the contract in the midway without any explicit consent of CMRL, the contractor will be liable for the recovery of higher rates vis-a-vis contracted rates, which may have to be incurred by CMRL on engagement of said service by alternative means.
15. Any other mode of tender submission shall not be accepted by CPP portal. It shall be the responsibility of the tenderer to ensure that his tender is submitted on time before the deadline of submission through CPP portal.
16. Bidder shall note that CMRL will not discuss any aspect of the evaluation process. Bidders will deem to have understood and agreed that no explanation or justification of any aspect of the selection process will be given by CMRL and that CMRL's decisions are without any right of appeal / litigation whatsoever.
17. Site Visit: Any site information/Schedule of works given in this tender document is for guidance only. Bidders are advised to visit and examine the work site and its surroundings at his cost and obtain for himself on his own responsibility, all information that may be necessary for the preparation of the tender and entering into the contract.
18. Techno-Commercial evaluation will help to assess whether the bidder possesses the earmarked techno-commercial/financial capabilities. Bidders will not be considered if they have a poor performance record such as abandoning works, not following statutory requirements, financial failure etc. CMRL reserves the right to approach previous clients of the Bidders to verify / ascertain Bidder's performance. Bidders are requested to submit their client details for reference.
19. Bidders may clearly note the date and time of submission of Tender. Late or delayed Tenders will not be accepted. Bidders are reminded that no supplementary material will be entertained by CMRL and Techno-Commercial Evaluation will be carried out only from **CPP portal** on the basis of submissions received by CMRL by the date / time of the tender submission. However, CMRL may call for any supplementary information, if required.
20. Tenders which are late/vague/conditional/incomplete/not confirming to the laid down procedure in any respect will be summarily rejected. Canvassing in any form in connection with the tender is strictly prohibited and the quotation submitted by the bidder who resorts to canvassing is liable to be rejected.
21. Off line or any other means of tender submission will not be accepted. It shall be the responsibility of the tenderer to ensure that his tender is submitted on time before the deadline of submission through CPP portal. Tenders sent by Fax & email/post will not be accepted.
22. The successful bidder shall at its own cost comply with the provision of orders and notifications issued by IRDA and Government of India from time to time.
23. The Insurer shall not assign, transfer, pledge or subcontract the performance of service. The Insurer is solely responsible to CMRL for the work awarded to him.

GENERAL TERMS AND CONDITIONS

1. Tender Notice:

Chennai Metro Rail Limited, invites Tenders through **Central Public Procurement Portal (CPP)** for providing Group Insurance Life Cover to CMRL Employees through reputed insurance service providers duly accredited by IRDA certification.

2. Scope of coverage

- a. This policy will cover 100% compensation for “Life cover” to employees due to any reasons at any time, anywhere during the premium period from day one.
- b. This policy may operate worldwide and is a 24 hours cover.
- c. This policy will cover CMRL employees without any age limit and Medical Test.
- d. Automatic cover to new employees from the date of joining.
- e. Premium for addition and deletion of the employee during the coverage period will be on proportionate basis.

3. Details of coverage

The Capital sum insured for ‘Life cover’ of employees are as under:-

| Sl No | Nature of “Life cover” | Description of employee | Capital sum insured per person (in Rupees) |
|-------|----------------------------|-------------------------|--|
| 1 | Any kind of “loss of life” | Executive | Rs.30 lakhs insurance coverage |
| | | Non-Executive | Rs.20 lakhs insurance coverage |

Note: Restriction of coverage based on salary, age, etc. if any the same to be clearly mentioned in the Annexure-4 (against additional information).

Age Profile of Employees

| Age | Executives | Non Executives | Total |
|-------|------------|----------------|-------|
| 21-25 | | 11 | 11 |
| 26-30 | 30 | 81 | 111 |
| 31-35 | 24 | 62 | 86 |
| 36-40 | 15 | 3 | 18 |
| 41-45 | 12 | 9 | 21 |
| 46-50 | 16 | 3 | 19 |
| 51-55 | 8 | 7 | 15 |
| 56-60 | 7 | 1 | 8 |
| 61-65 | 3 | - | 3 |
| 66-70 | 3 | - | 3 |
| Total | 118 | 177 | 295 |

4. Eligibility of the bidder

a. IRDA Certification:-

The Insurance Company shall duly accredited by **Insurance Regulatory and Development Authority (IRDA)** certification. A copy of IRDA license “duly attested by authorized signatory to be attached.

b. Work Experience:-

1. The Insurance Company should have exposure in the field of providing similar mass Group Insurance service to any of the Central/State Government Organisations, Central/State Public Sector Undertakings/ Large Private Companies, Institutions or similar Govt. Organisation **during last Seven years ending last day of month previous to the one in which the tenders are invited.** Copy of proof in this regard to be attached.
2. The bidder should have satisfactorily completed minimum **“ Three similar Group Insurance Life cover policies with minimum 300 employees”** in any of the above said organisations for the last Seven years ending last day of month previous to the one in which the tenders are invited. Proof regarding the same to be submitted duly attested by the authorised signatory. Copies of proof in this regard to be attached.

c. Claim Settlement Ratio:-

The claim settlement ratio for the last three Financial years should be **95% and more.** A copy of proof in this regard to be attached.

d. Cost of Tender Documents: -

The cost of tender documents is Rs. 8,000/- (Rupees Eight Thousand Only) including GST, Which is non-refundable and shall be paid online through NEFT/RTGS to CMRL Bank Account. The UTR number is required to be filled in mandatory information. The Tender documents can be downloaded from CPP portal <http://eprocure.gov.in/eprocure/app>

Tender document without tender fee will be summarily rejected and no technical evaluation will be undertaken. Further the bid will not be eligible for financial opening.

e. Earnest Money Deposit (EMD):-

- a. The EMD shall be made payable without any condition to CMRL. An amount of Rs.17,100/- (Rupees Seventeen Thousand One Hundred Only) is required to be paid through NEFT/RTGS to CMRL Bank Account as bid security. The UTR number is required to be filled in the Mandatory information (Annexure-4).
- b. Tenders not accompanied by acceptable/requisite EMD will be summarily rejected as non-responsive bid.

- c. The EMD of unsuccessful bidders will be discharged / returned by CMRL as promptly as possible after finalization of the tender.
- d. The EMD may be forfeited on following occasions: -
 - 1) If the bidder withdraw/modify the tender during the period of tender validity.
 - 2) If bidder has submitted document without authorized signatory's signature.
 - 3) In case of a successful bidder fails to enter into the Contract Agreement within the time limit.
- e. Tender Security (EMD) of the successful tenderer shall be released only after execution of Contract agreement as per tender conditions.
- f. No interest shall be payable by CMRL on the EMD amount.
- f. The bidder who have under suspension, debarred, black listed, terminated abandoned any contract executed for similar works in any of the Central/State/Government /PSUs/Metro Railways/Large Private Limited /Limited Companies or any other similar and huge organisations during the **last 7 years** are ineligible to apply for this tender.
- g. Consortium is not permitted in this tender.

5. Period of Tie-up:-

The period of contract will initially for 1 (one) year extendable by another 2 (Two) years on year to year basis based on requirement and mutual consent of premium rate with the insurer.

The contract period is liable to be terminated with in a months' (30 days) prior notice, if any lapse or unsatisfactory performance of the Company/firm is noticed.

6. Tender Submission: -

- a. The bidder shall submit the bid on-line in the system available at the e-procurement portal <http://eprocure.gov.in/eprocure/app>. The bidder has to agree to the on-line user portal agreement. Then only the system will permit the bidder to proceed further.
- b. The price bid containing the price schedule will be in excel format and the bidder shall quote the rate etc. for his offered services on the excel file only.
- c. The bidder shall quote his bid for all the services. The bidder shall carefully quote in the financial bid. Incomplete quotes will lead to disqualification.
- d. The bidder may resubmit the bid on-line, if he wishes so, before the closure of bid submission date and time. The system will accept only the last submitted bid. Bidder can find out the status of his tender on-line, any time after opening the bids.
- e. The bidder shall not rename the price schedule file or modify the format while uploading in the system. The file name should be the same as the file given in the tender.
- f. Withdrawal of bid: The bidder may withdraw already submitted bid before the closure of bid submission date and time.
- g. All bids are to be submitted on-line on the website. (<http://eprocure.gov.in/eprocure/app>)

- h. Tenders which are late/vague/conditional/incomplete/not confirming to the laid down procedure in any respect will be summarily rejected.

7. Price Quote:-

- a The Annual base premium payable per employee should be clearly mentioned in the tabulated form (price quote).
- b The base premium quoted shall include all costs associated with the contract except GST.
- c The evaluation is without GST. The Lowest Tenderer (L1) will be decided based on the combined Annual base premium quoted (excluding GST) per person
- d In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.
- e The applicable GST and subsequent revision in GST if any due to Govt. notification after finalization of the tender will be borne by CMRL.
- f Restriction of coverage based on Salary and age of employee if any the same to be clearly mentioned separately.
- g The number of employees may increase or decrease. The addition/deletion of employees in the group to be dealt on monthly, on pro-rata basis (of annual premium) and refund of payment to CMRL by the insurance company on quarterly basis

8. Tender Clarification Process: Query from Bidders: -

- a. A Pre-Bid Meeting with the prospective bidders will be scheduled as per the date, time and the address mentioned in the Invitation to the Tender.
- b. If the bidder for any reason, whatsoever, be in doubt about the meaning of anything contained in the Tender Document, he may seek clarifications in the form of query, in writing, from CMRL as per schedule given in the Invitation to the Tender. Reply to query, if any given by CMRL shall form part of the Tender Document.

9. Tender Opening and Evaluation Process: -

- a. Evaluation of Bids shall be done by CMRL through a committee comprising of members as per the delegation of powers decided by CMRL. No Bidder shall have the right to challenge the decision of the Committee.
- b. All bids will be evaluated and compared based on the substantial responsiveness to the technical specification and commercial conditions set out in the bidding documents and fully conforming to the terms and conditions.
- c. CMRL will examine and evaluate the Bid along with requisite documents in accordance with evaluation parameters comprising of Techno-Commercial as well as financial yardsticks indicated in the tender documents.
- d. The tenderer has to completely fill all the spaces in price schedule in excel format and upload the same as Financial bid.
- e. The techno-commercial bids will be decrypted and opened online, on or after the scheduled date and time. Till such time, the bids will be only in the encrypted form. After the scheduled time, the bids will be opened by authorized committee members. The technical-bids shall be evaluated based on the information furnished by bidders. If any clarification or information is required from bidder, CMRL will seek such clarifications.

- f. After evaluation of technical-bids, only successful bidders who have participated in the tender will be informed regarding the acceptance of their tender. Thereafter, a system generated e-mail confirmation will be sent to the successful bidders communicating the date and time of opening of price-bid.
- g. The price-bid of the successful bidders (qualified in technical-bid) will be decrypted and opened on-line, on or after the scheduled date and time by the bid openers with their Digital Signature Certificates (DSC).
- h. In case of differences arising in the terms and conditions of the tender documents, the decision of CMRL shall prevail.
- i. The system will generate a comparative statement. Therefore, all costs are to be indicated in the price schedule format. The successful bidders will get the information regarding the status of their financial bid and ranking of bidders on website.
- j. The purchase order will be issued to the lowest techno-commercially qualified bidder subject to fulfilling other requirements specified in this tender document.
- k. No representations will be entertained in the matter of selection of the Lowest (L1) bidder.
- l. To facilitate evaluation of Bids, CMRL may, at its sole discretion, seek clarifications in writing from any bidder regarding its bid.
- m. If the submitted documents do not meet the tender requirements then the financial bid of the said bidder will not be considered for opening.
- n. While the bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, CMRL and/ or their employees/ representatives on matters related to the Bids under consideration. However, when CMRL calls for any information / clarification, it should be supplied by the Bidder within the time stipulated.
- o. After selection, a Letter of Award (the "LOA/LOI") shall be issued by CMRL to the successful Bidder and the Selected Bidder shall, within 7 days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the selected Bidder is not received by the stipulated date, CMRL may, unless it consents to extension of time for submission thereof, will forfeit the Earnest Money Deposit of such Selected Bidder on account of failure of the Selected Bidder to acknowledge the LOA. It is clarified that in case the Selected Bidder refuses to accept the LOA, it will be debarred from participating in the bidding process for similar future contract of CMRL for a period of five (5) years.
- p. It shall then execute the Contract Agreement, as per Master Agreement with CMRL within the period of 30 days of the receipt of the LOA/LOI. The Selected Bidder shall not be entitled to seek any deviation in the Contract Agreement.
- q. CMRL reserves the right to accept or reject any or all the tenders either in whole or in part and is not bound to give any reason thereof at any stage. CMRL reserves the right to alter the conditions of the tender schedule in appropriate cases, in the interest of CMRL.
- r. CMRL, reserves the right not to return back or disclose any documents that are submitted along with this tender.

10. Award of Tender: -

- a. CMRL will award the contract to the "Lowest Bidder", whose tender has been determined to be substantially responsive, technically, commercially, Financially suitable complete and in accordance with the tender document.

- b. CMRL in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - i. Suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
 - ii. Consult with any Bidder in order to receive clarification or further information.
 - iii. Retain any information and / or evidence submitted to CMRL by, on behalf of, and / or in relation to any Bidder; and / or
 - iv. Independently verify, disqualify, reject and / or accept any and all submissions or other information and / or evidence submitted by or on behalf of any Bidder.
- c. CMRL's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by CMRL in writing, the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.
- d. Prior to the expiry of the period of tender validity, CMRL will notify the successful bidder in writing, through Letter of Intent/ Letter of Acceptance, that the tender has been accepted.

11. Letter of Acceptance/Letter of Intent: -

- a. The Letter of Acceptance would be sent in duplicate to the successful bidder, who will return one copy to CMRL duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the Letter of Acceptance, within Seven days from the date of receipt of LOA/LOI.
- b. Letter of Acceptance shall communicate the premium which CMRL would pay to the Insurance Company
- c. No correspondence will be entertained by CMRL from the unsuccessful bidders.
- d. Upon Letter of Acceptance being signed and returned by the successful bidder, CMRL will promptly notify the unsuccessful bidders and discharge / return their EMD.

12. Signing and Execution of Contract Agreement: -

- a. The selected Bidder shall have to execute the Contract Agreement in the manner and format as indicated by CMRL in this Document. The Contract Agreement shall require to be executed within Thirty (30) days from the date of issue of the LOA/LOI.
- b. For the purpose of preparing of the contract agreement, the successful bidder shall be required to deposit 2 Non Judicial Stamp Papers each of worth Rs.100/-.
- c. The Selected Bidder shall not be entitled to seek any deviation in the Contract Agreement.

13. Cancellation of Letter of Acceptance/Letter of Intent: -

After issuance of the Letter of Acceptance/LOI, in case the successful bidder fails to commence the work, for whatsoever reasons, as per terms and conditions of Tender then the LOA/LOI shall be cancelled and the EMD will be forfeited in favor of CMRL.

14. Cost of Tendering: -

The bidder shall bear all costs associated with the preparation and submission of his tender and CMRL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process

15. Tender Validity: -

The tender shall remain valid and open for acceptance for a period of 180 days from the date of opening of the tender. In exceptional circumstances, prior to the expiry of the tender validity period, CMRL may request the bidders for a specified extension in the period of tender validity. The request and the response thereto shall be made in writing or by telefax. Bidders agreeing to the request for extension of tender validity period shall not be permitted to modify their tender.

16. Other Tender Conditions: -

- a. CMRL reserves the right not to proceed with the tender process at any time without any notice, justification or liability. CMRL reserve the right to accept or reject any or all tenders or any part of the tender without assigning any reason thereof and the decision of CMRL in this respect shall be final.
- b. The bidder shall enclose a copy of tender document and all other associated /required documents duly signed along with affixing official seal.
- c. All tender, documents and other information submitted by the bidders to CMRL shall become the property of CMRL. Bidders shall treat all information furnished as strictly confidential. CMRL will not return any submission.
- d. The tender is not transferable under any circumstances.
- e. Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the bidder.
- f. Tender in any form other than the prescribed format issued by CMRL will not be entertained and will be summarily rejected.
- g. In case of failure in settlement of claims within the time frame, suitable penalty will be enforced as per the decision of CMRL.

Penalty: 5% of sum insured for every completed 30 days, beyond the agreed settlement period.

- h. The bidder shall be required to check and enclose duly filled Check List (as per Annexure-7) and connected copies of documents along with the Techno-Commercial Bid.
- i. At any time before the submission of Proposal, CMRL may, for any reason, whether at its own initiative or in response to a clarification requested by a Tenderer, modify the Tender documents by amendment. Such amendments shall be issued in writing through addenda. Such addenda will be published in CMRL website/CPP only.
- j. CMRL may at its discretion extend the deadline for the submission of proposals through CPP/CMRL website.
- k. Tenderers will not be considered if they make any false or misleading representations in statements/ attachments. If any submission is found false or misleading, even at later stage ie. after completion of the tender process then CMRL may annul the award. Further the tenderer may be blacklisted for

participation in any future tender(s) of CMRL besides forfeiting the Tender security amount.

- I. A Letter of acceptance along with the details of employees to the successful tenderer shall be treated as unconditional binding document on the part of the insurer till a formal insurance policy is received by CMRL. The cheque for the Annual premium shall be paid to the successful tenderer along with the employee details immediately after execution of the contract agreement and receipt of pre-invoice.
- m. Claim shall be made based on the death certificate issued by the applicable local authority duly filled necessary forms without insisting on any other document such as post-mortem report, FIR etc.
- n. The bidder should at its own cost comply with the provision of orders and notification issued by IRDA and Government from time to time.

17. Mandatory requirements/Check List : -

Mandatory requirements of information and documents are enlisted at Annexure-4 of the Tender document. Same to be read and submit all the information along with supporting documents as requested.

18. Conduct of Tenderer:-

Each tenderer/Insurer, will be required to confirm and declare in the tender submittal Annexure-3) (that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other items of work related to the award and performance of this contract. They will have to further confirm and declare in the submittal that no agency commission or any payment, which may be construed as an agency commission, has been, or will be paid and that tender price will not include any such amount.

19. Contents of tender documents:-

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

Tenderer may seek clarification, if any in writing from the Chief General Manager (HR), Chennai Metro Rail Limited, CMRL Depot, Admin Building, Poonamallee High Road, Koyambedu, Chennai-600 107 or email your queries to cgmhr.cmrl@tn.gov.in within the scheduled date as mentioned in the NIT.

20. Execution of Contract Agreement:-

The successful tenderer will be required to execute an agreement in the format attached, in a non judicial paper worth Rs.100/- duly incorporating all the terms and conditions of the tender along with the signed copy of tender and other supporting documents within 15 days from the date of issue of the "Letter of acceptance".

SIGNATURE OF THE TENDERER
ADDRESS WITH SEAL

Covering Letter comprising the tender (Packet-A)

(To be submitted in the letter pad of the company)

Tender No. CMRL/HR/GILP/2018

To

The Chief General Manager (HR),
Chennai Metro Rail Limited,
Depot Admin Building,
Poonamallee High road,
Koyambedu, Chennai – 600 107.

Dear Sir,

Sub: Tender enquiry for provision of Group Insurance Life cover Policy to CMRL employees.

1. With reference to your Tender enquiry for provision of Group Insurance Life cover Policy to CMRL employees, I/we, having examined the bid documents and understood its contents, hereby submit my/our bid documents for award of contract. The letter and the tender document are unconditional and unqualified.
2. I/We understand that the submission of Bid/offer does not guarantee the award of the said contract.
3. I/ We shall make available to CMRL any additional information it may find necessary or require to supplement or authenticate the bid.
4. I/ We recognize that CMRL has the right to accept/reject our bid without assigning any reason.
5. I/We declare that:-
 - a. We hereby agree to provide the Insurance Policies as outlined in your bidding documents.
 - b. 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.
 - c. We hereby confirm our unconditional and complete acceptance and compliance to the provisions contained in the bidding documents. We declare that the Insurance Coverage and Services will be rendered strictly in accordance with the requirement.

- d. We further confirm that the premium rates fixed during the particular year will remain unchanged during the policy period. The same rate (proportionately) will be charged/refunded in respect of any additions/deletion if made during the policy period.
- e. We further confirm that in case of any violation/breach in respect of premium rates charged by us and result into any Financial Liability or consequences, CMRL will not be held responsible in any manner. We will not demand any additional payment from CMRL on this account.
- f. In the event of selection, I/we agree to enter into a contract Agreement in accordance with CMRL conditions.
- g. The rates quoted in the price quote are inclusive of the compliance of all Statutory provisions related to this Group Insurance policy, excluding GST.
- h. I/We agree that the tender is to be kept valid for 180 days from date of opening of the tender.
- i. I/We agree and undertake to abide by all the terms and conditions of the tender documents.
- j. Copies of confirmations/undertakings as per the terms & conditions of the Bid document are enclosed here with.

Signature of the Tender with
Address seal

Tender No. CMRL/HR/GILP/2018

Power of Attorney for signing of Bid
(To be submitted in the letter pad of the insurance company)

Know all men by these presents, we _____ (name of the firm and address of the Registered Office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (name), _____ son / daughter / wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful Attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the award of the contract for Provision of Group Insurance Life cover policy for CMRL employees for which proposals are invited by Chennai Metro Rail Limited, including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid meeting and other conferences and providing information /responses to Chennai Metro Rail Limited (CMRL), representing us in all matters before Chennai Metro Rail Limited (CMRL) signing and execution of all contracts including the contract Agreement and undertakings consequent to acceptance of our Bid and generally dealing with Chennai Metro Rail Limited (CMRL) in all matters in connection with or relating to or arising out of our Bid for the award of License to us and / or till the entering into of the Contract Agreement with Chennai Metro Rail Limited (CMRL).

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the Powers hereby conferred to and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2018.

(Signature, name, designation and address)

Witnesses:

- 1. -----
- 2. -----

Accepted

_____ (Signature)
(Name, Title and Address of the Attorney)

Notes:-

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

The Bidder should submit for verification the extract of the charter documents and documents such as a Board or shareholders" resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder along with bid document at the time of executing the agreement.

TO WHOMSOEVER IT MAY CONCERN
(To be submitted in the letter pad of the insurance company)

Tender No. CMRL/HR/GILP/2018

This is to confirm and declare that I/We-----
----- in the process of bidding this tender not engaged any middleman or any intermediary, has been, or will be engaged to provide any services, or any other items of work related to the award and performance of this contract.

It is also confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be paid and that tender price will not include any such amount.

SIGNATURE OF THE TENDERER
ADDRESS WITH SEAL

Annexure-4**Check list /Mandatory Information for eligibility of the Bid**
(To be submitted in the letter pad of the insurance company)

The form should be filled by Bidder along with all supporting documents as stipulated in the relevant rows mentioning the page number in the appropriate column.

| Sl No | Description | Page Nos. | |
|-------|--|--|---|
| | | From | To |
| 1 | Name of the Bidder/Insurance Company. | | |
| 2 | Name of the authorised Signatory. | | |
| | Contact No. / email ID of the authorised person. | | |
| 3 | Full Office address (located at Chennai) of the Bidder with Telephone No. and Fax No. | | |
| 4 | Specify the Legal Status of Bidder Company / Partnership Firm / Individual. | | |
| 5 | Have you attached covering letter as per Annexure-1 ? | Yes/No | |
| 6 | Have you attached Power of Attorney for signing of the Tender documents as per Annexure-2 ? | Yes/No | |
| 7 | In case of Company, please enclose Memorandum and Articles of Association along with Certificates of Incorporation and date of commencement of business. | | |
| 8 | In case of the firm, registered under the Partnership Act 1932, please enclose details of Partners along with Certificate of Registration, details of their business and partnership deed, etc. duly attested by Notary. | | |
| 9 | Have you attached Non engaging of middleman as per Annexure-3 ? | Yes/No | |
| 10 | Details of Tender document fee: In favour of Chennai Metro Rail Ltd through NEFT/RTGS in CMRL Bank Account. | Tender document fee details:- | |
| | | Through NEFT/ RTGS | Rs.8,000/- (Rupees Eight Thousand only) |
| | | Transaction date | |
| | Transaction UTR No | | |
| 11 | Details of Earnest Money Deposit | Earnest Money Deposit details:- | |

| | | | | | |
|----|---|---|---|--|--|
| | | Through NEFT/RTGS | Rs.17,100/- (Rupees Seventeen Thousand One Hundred Only) | | |
| | | Transaction date | | | |
| | | Transaction UTR No | | | |
| 12 | IRDA License No (Please enclose a copy) | IRDA No: | Yes/No | | |
| 13 | Work Experience:- The Insurance Company should have exposure in the field of providing similar mass Group Insurance policies during last Seven years ending last day of month previous to the one in which the tenders are invited. Please attached proof of the same. | | Yes/No | | |
| 14 | Work Experience:- The bidder should have satisfactorily completed minimum “Three similar Group Insurance Life cover policies with minimum 300 employees” for the last Seven years ending last day of month previous to the one in which the tenders are invited. Please attached proof of the same. | | Yes/No | | |
| 15 | Claim Settlement Ratio:- The claim settlement ratio for last three Financial years should be 95% and more. Copies of proof in this regard to be attached. | 2014-15 : _____ % 2015-16 : _____ % 2016-17 : _____ % | | | |
| 16 | Have you attached Initial Filter Criteria as per Annexure-5 ? | | Yes/No | | |
| 17 | PAN of the Bidder (Please enclose self attested photocopy of PAN) | | Yes/No | | |
| 18 | Have you attached Bank details for refund of EMD as per Annexure-6 ? | | Yes/No | | |
| 19 | GST Number of the Bidder (Please enclose a copy of GST Registration Certificate) | | Yes/No | | |
| 17 | Minimum Period for Final settlement of claim. | | | | |
| 18 | Have you attached Copies of tender documents duly signed by the authorised signatory affixing office seal. | | Yes/No | | |
| 19 | Additional information if any in connection with this tender, same to be clearly mentioned in a separate sheet and to attach along with the Technical bid. | | | | |
| 20 | Have you attached the financial bid (packet-B) duly filled ? | | Yes/No | | |

Note:

1. The Details as required to be submitted with supporting documents for each criteria mentioned above.
2. Bids with alterations shall be attested by the Bidder.

I/We _____ do hereby declare that the entries made are true to the best of my/our knowledge and also that we shall be bound by the acts of my/our duly constituted Attorney.

I/We _____ do hereby declare that I/We have not been penalised for poor quality of work.

I/We, further understand that in case of any information submitted by me / us being found to be incorrect either before or even after the award of contract, CMRL will have the right to summarily reject the bid, cancel the contract or revoke the same at any time without assigning any reason whatsoever.

I/We _____ hereby declare that I/We have not been black list by any Govt./Semi Govt./PSU/Metro railway or any other organisation.

(Signature of the Bidder)

Date:

Name:

Address:

Office Seal:

INITIAL FILTER CRITERIA
(On Company's letter head)

Tender No. CMRL/HR/GILP/2018

| S. No | Criteria | Yes | No |
|-------|---|-----|----|
| 1 | Has the Bidder abandoned any work in the last Seven years? | | |
| 2 | Has the Bidder's contract with any organisation ever been terminated due to poor performance? | | |
| 3 | Has the Bidder suffered insolvency/bankruptcy in the last Seven years? | | |
| 4 | Has the Bidder been blacklisted by any organization ? | | |
| 5 | Have you engaged any Middle men/agent to advance your tender ? | | |
| 6 | Has the Bidder failed to certify that no middlemen has been or will be engaged or that any commission has been or will be paid? | | |

Note: 'Yes' answer to any of the above 1 to 6 points shall disqualify the Bidder.

UNDERTAKING FOR INITIAL FILTER CRITERIA

- 1 I, Mr./Ms. _____ (Authorized Signatory) on behalf of _____ (Company's Name) having its registered office at _____, hereby confirm, declare and undertake that the information given in the Initial filter Criteria is true and nothing has been concealed or misrepresented.
- 2 Chennai Metro Rail Limited, is free to verify the information given by the undersigned in the Initial Filter Criteria. If any submission by us is found false or misleading at a later stage, even after completion of the tender process, then CMRL may annul the award and forfeit our EMD (if any held with CMRL). Further, in such a case, we may be banned for future tenders of CMRL.

Signature of Authorized Signatory _____

Name of Authorized Signatory _____

Office Seal

Date:

Tender No: CMRL/HR/GILP/2018

BANK DETAILS FOR REFUND OF EMD
(On Company's letter head)

| | | |
|---|---|--|
| 1 | Name of the Firm/Bidder | |
| 2 | Complete Address | |
| 3 | Name of the Bank | |
| 4 | Branch | |
| 5 | Address of the Bank Branch | |
| 6 | Account Type | |
| 7 | Account Number | |
| 8 | IFS Code of the Bank Branch. | |
| 9 | Whether a cancelled cheque of the Bidder/Firm enclosed. | |

Certified that the information furnished above are correct.

Name of Authorised Signatory:.....
with seal.

Date:

(To be executed on Rs.100/- Non-Judicial stamp paper)

MASTER CONTRACT AGREEMENT

Between

CHENNAI METRO RAIL LIMITED

And

Date:

This Master Contract Agreement (the "Agreement") is executed at Chennai on this day ----- Month : December Year: 2018

Between

"Chennai Metro Rail Limited" (hereinafter referred to as CMRL), CMRL Depot Administration Building, Poonamallee High Road, Koyambedu, Chennai- 600107 (hereinafter referred to as CMRL) and includes the executors, successors and assigns) of the One Part.

And

The -----, Address:----- (hereinafter called **"Insurer"**) and includes the executors, successors and assigns) of the Other Part.

Whereas in the month of November 2018, CMRL called for quote vide Tender **No.CMRL/HR/GILP/2018** from reputed insurance companies to provide services for covering Group Insurance Life cover Policy for employees of CMRL as per the terms and conditions contained in the tender.

Whereas the "Insurer" has submitted tender to provide services for covering "Group Insurance (Life cover) Policy" for employees of CMRL at the rate specified and accepted by Chennai Metro Rail Limited as noted in the Work Order letter No.CMRL/HR/GILP/2018 dated -----/-----/2018.

Hereinafter the term "Service" means services provided by the Insurance Company (Insurer) related to the policy/Coverage.

Hereinafter the term "Insured person" means "Employee of CMRL".

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

1. The following documents shall be deemed to form and be read and construed as part and parcel of this agreement and amendments thereof will be binding on the Insurer.

- a. Tender No.CMRL/HR/GILP/2018
- b. Work order No.CMRL/HR/GILP/2018 dated -----
- c. Letter of acceptance by the Insurer vide No. ----- dated -----
- d. Any other amendments, documents issued by CMRL and submitted by the Insurer.

2. CMRL hereby agrees to pay accepted annual premium as mentioned in the CMRL work order No,CMRL/HR/GILP/2018 dated -----. The agreed Annual base premium fixed for the particular period shall remain same.

3. Capital sum insured and agreed Premium quote:-

The capital sum insured per employee (insured person) is furnished below:-

| SI No | Sum assured/ Insurance coverage per person | Annual base premium per employee (excluding GST) |
|-------|--|---|
| (a) | (b) | (c) |
| I | Executive: Sum Assured- Rs.30,00,000/- (Thirty Lakhs) | |
| II | Non Executive: Sum Assured- Rs.20,00,000/- (Twenty Lakhs) | |

- a. The base price quoted shall include all costs associated with the contract except GST.
- b. Actual GST as applicable will be borne by CMRL on re-imburement basis.
- c. The number of employees may increase or decrease during the contract period and premium for addition/deletion will be on pro-rata basis.
- d. The settlement of payment for addition/deletion of employees during policy period shall be dealt on monthly on pro-rata basis and refund of payment to CMRL by the insurance company on quarterly basis.
- e. All other terms and conditions as per Tender document.

4. In consideration of the payments to be made by CMRL to the Insurer as hereinafter mentioned, the Insurer hereby covenants with CMRL to execute and complete the Service during the contractual period mentioned below and therein in conformity in all respects with the provisions of the tender & General terms and conditions of the contract.

5. Contractual Period:-

This contract is not transferable. The contract period of this policy is initially for one year from the date of premium paid i.e. w.e.f ----- . However, the period can be extended by another two years on year to year basis based on requirement and mutual consent of premium rate with the insurer.

6. Insurance Coverage:-

- a. This policy will cover 100% compensation for “Life cover” due to any reason at any time, anywhere of the employee during the premium coverage period.
- b. The capital sum insured for Executive is Rs.30 lakhs and Non-executive is 20 lakhs per employee. This cap may increase or decrease as per the decision of CMRL.
- c. This policy will cover all employees of CMRL without any age limit and Medical Test.
- d. The policy may operate worldwide and is a 24 hours cover.
- e. Automatic cover to new employees from the date of joining.
- f. Premium for addition/deletion of the employees during the coverage period will be on pro-rata basis.

7. The intimation for addition/deletion of employees will be undertaken on a monthly basis. Settlement for the addition and deletion of employees in the group to be dealt on quarterly on prorata basis.

8. Obligation of the Insurer :-

The Insurer shall ensure full compliance with all laws of India with regard to this contract and shall be solely responsible for the same. The Insurer shall keep CMRL fully indemnified against liability of tax, interest, penalty etc. of the Insurer in respect thereof, which may arise.

9. Dispute Resolution: -

9.1 Negotiation and Amicable settlement

In the event of any dispute, in connection or arising out of this Agreement between the parties (“Disputes”), the parties shall first attempt to amicably resolve such disputes through the highest level of negotiations and discussions.

9.2 Adjudication

- a. If any dispute between the parties is not resolved through negotiations and amicable settlement, either party shall give notice in writing to the other party of its intention to refer such dispute to Adjudication.
- b. The sole - member adjudicator shall be nominated by the Managing Director of CMRL at his discretion. He may also be an officer of CMRL, not below the rank of General Manager, but one who has not dealt with the subject contract or disputed matter. The remuneration of the Adjudicator shall be fixed by the Managing Director of CMRL shared by both the parties. The Adjudicator shall reach a decision within 30 days or such period as agreed between the parties from the date of reference of the dispute.
- c. If either party is dissatisfied with the Adjudicator's decision, then the party, on or before 30 days on receipt of such decision, shall notify the other party of its dissatisfaction, and its intention to refer the dispute to Arbitration, failing which the decision of the Adjudicator shall be final.

9.3 Arbitration:-

- a. The dispute so referred shall be settled by Arbitration and the parties agree on the following procedure for appointing the Arbitrator / Arbitrators:
- b. **In case the value of the disputed claim and counter claim is Rs. 5 crore or less:-**

The dispute shall be referred to a Sole-Member Arbitral Tribunal. Such Sole-Member shall be nominated by the party seeking arbitration from the list of Arbitrators, maintained by CMRL, consisting of independent persons to be nominated as Arbitrators, who shall meet with the requirement relating to the independence or impartiality of arbitrators referred to in the Fifth and Seventh schedules, read with Section 12, sub sections (1), (a), (b) and (5) of the Arbitration and conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015.

- c. If the party seeking Arbitration is the Insurer, such proposal shall be addressed to CMRL and CMRL shall, within fifteen days from the date of receipt of such proposal, send the List of Arbitrators maintained by CMRL, referred in clause 9.3(b) above, to the Insurer. The Insurer shall nominate an arbitrator from the List within fifteen days from the date of receipt of the List from CMRL. If the party seeking Arbitration is CMRL, it shall forward such proposal to the Insurer along with the

nomination of an Arbitrator from the List referred to in clause 9.3(b) above.

- d. If either party fails to nominate the arbitrator within the prescribed time limit, as mentioned above, then such other party, after the expiry of the prescribed time limit, has the right to nominate the Arbitrator from the said List on behalf of the party failing to nominate.
- e. **In case the value of the disputed claim and counter claims is more than Rs. 5 crore:-**

The dispute shall be referred to an Arbitral Tribunal comprising of three members. Either party may propose to the other party for referring to Arbitration. If the proposal is initiated by the Insurer, such proposal shall be addressed to CMRL and CMRL shall, within fifteen days from the date of receipt of such proposal, send the List of Arbitrators maintained by CMRL, referred to in clause 9.3(b) above, to the Insurer. The Insurer shall nominate an arbitrator from the List within fifteen days from the date of receipt of the List from CMRL. CMRL shall nominate its Arbitrator from the said list within 15 days thereafter.

- f. If the proposal for referring the dispute to Arbitration is made by CMRL to the Insurer, it shall forward such proposal to the Insurer along with the nomination of its Arbitrator from the said list. The Insurer shall, within fifteen days of receipt of the list from CMRL, nominate its arbitrator from the List.
- g. If either party fails to nominate its Arbitrator within the prescribed time limit as mentioned above, after the nomination by the other party, then such other party, after the expiry of the prescribed time limit, has the right to nominate the arbitrator from the said list, on behalf of the party failing to nominate.
- h. The two arbitrators nominated by the Insurer and CMRL as above, shall appoint the presiding Arbitrator from the List referred in clause 9.3(b) above, by mutual consultation among themselves, within 15 days of the appointment of the second Arbitrator.
- i. If no consensus is reached within 15 days regarding the appointment of the presiding Arbitrator, either party may apply to the Designated court referred to in the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015 for the appointment of the Presiding Arbitrator.

- 9.4 The Parties agree that the selection and nomination of Arbitrators from the List should be based on the nature and subject matter of dispute to be adjudicated upon, that is, the nominated Arbitrators shall have

sufficient knowledge and experience to decide upon the disputed matter. In case of three-Member Arbitral Tribunal, it shall also be ensured by the nominating parties/ Arbitrators, as the case may be, that at least one member of the Tribunal shall be legal professional with a minimum of 20 years of experience.

- 9.5 In the event of an arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- 9.6 Subject to aforesaid, the Arbitration and Conciliation Act, 1996, as amended from time to time and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- 9.7 The venue of the arbitration shall be Chennai. The cost of Arbitration including the fees of the Arbitrator shall be borne equally by both the parties.

10. Compliance with the Law :-

The INSURER at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The Insurer shall comply with all applicable statutes, ordinances, rules and regulations of central, state Governments, and all applicable rules and also regulations of the IRDA.

11. Indemnity by Insurer:-

a). Indemnity against All Actions of Insurer

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

b). Indemnity against All Claims of Patent Rights and Royalties

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

c). Insurer's Warranty

The Insurer warrants to CMRL that:

- i. The Insurance will, when commence, comply in all respects with CMRL requirements, and the intended use of the Insurance;
- ii. The Insurance will, when completed, comply with enactments and regulations relevant to the Insurance;
- iii. General Responsibility of the Insurer

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

12. Breach of Contract :-

- a) If any breach is committed by the Insurer in delivery of the services stipulated herein or in the due performance or observance of the provisions of this Agreement, CMRL shall be at liberty to terminate thereafter this agreement by giving the Insurer thirty days notice in writing and upon the expiry of the period of such notice, this agreement shall stand terminated. CMRL also reserves the right to seek exemplary damages and indemnification.
- b). That the insurer shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and CMRL shall not be liable or responsible for any of the act or omissions committed on the part of the insurer.

13. Confidentiality: -

It is agreed and acknowledged by the parties herein that every aspect of the present Agreement including but not limited to the commercial terms, Techno-Commercial parameters, etc. are invaluable to each party and are to be collectively regarded as part of confidential information.

In addition to the above, during the Term of this Agreement, the Contractor acknowledges that all information, data, material, etc, of its systems and operations shared by CMRL with the Contractor, shall be regarded as part of confidential information by the Contractor.

14. Jurisdiction of Court :-

The Court at Chennai shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

15. Force Majeure:-

In the event of any unforeseen event directly interfering with the operation of license arising during the currency of this Agreement, such as war, insurrection, restraint imposed by the Government, Act of legislature or other authority, explosion, act of public enemy, acts of God, sabotage, etc., the Insurer shall within a week from the commencement thereof, notify the same in writing to CMRL with reasonable evidence thereof. In such event of force majeure, the conditions of the contract will not be enforced by either party. Further, if mutually agreed by both parties, the tenure of this Agreement may be further extended for the period during which contract was not operational.

16. Notices:-

For all matters in connection with the operation of the Insurance policy nodal officer will be Chief General Manager (HR). All Notice shall be addressed as follows:

Chief General Manager (HR), Chennai Metro Rail Limited, CMRL Depot, Admin Building, Poonamallee High Road, Koyambedu, Chennai-600 107.

17. All other terms and conditions will remain same as per the tender.

The above conditions are gone through and accepted by both the parties:

On behalf of CMRL

On behalf of Insurer

Name :
Designation :
Date :
Seal :

Name of :
authorized
person
Designation :
Date :
Seal :

Witness :
Name
Designation :
Date :
Seal :

Witness :
Name
Designation :
Date :
Seal :

FINANCIAL BID (Packet-B)

Ref: Tender No. CMRL/HR/GILP/2018

To

Chief General Manager (HR)
Chennai Metro Rail Limited,
(A JV of Govt. of India and Govt. of Tamil Nadu)
CMRL Depot, Admin Building,
Poonamallee High Road,
Koyambedu, Chennai – 600107.
Tamil Nadu.

Dear Sir,

Sub: Tender enquiry for provision of Group Insurance Life cover to CMRL employees.

We, the undersigned, offer to provide Group Insurance Life cover policy to CMRL employees as per the terms and conditions of the Bid document.

I/We accept the terms and conditions mentioned in the bid document, which have been clearly understood by us. I/We have duly signed on each page of the bid document.

I/We further certify that we are ready to provide Group Insurance Life coverage to CMRL employees as mentioned in the bid document, within the time frame given by CMRL and as per the terms and conditions of the Bid Document and in the agreement to be executed between the parties.

I/We understand that CMRL reserves the right to reject, accept or consider any offer without assigning any reason whatsoever.

Our Price Bid shall be binding upon us subject to the modifications resulting from negotiations (if any), up to 180 days from date of tender opening.

Our Annual base premium quote (without GST) for 1st year is as under:-

PRICE QUOTE

| Sl No | Sum assured/ Insurance coverage per employee | Annual Base premium per employee (excluding GST) |
|-------|--|--|
| (a) | (b) | (c) |
| I | Executive: Sum Assured- Rs.30,00,000/- (Thirty Lakhs only) | |
| II | Non Executive: Sum Assured- Rs.20,00,000/- (Twenty Lakhs only) | |
| I+II | Total (without GST) | |

Rupees (in words)

- a. The base price quoted shall include all costs associated with the contract except GST.
- b. The evaluation is without GST. The Lowest Tenderer (L1) will be decided based on the combined Annual base premium quoted (excluding GST) per person.
- c. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.

SIGNATURE OF THE TENDERER
ADDRESS WITH SEAL

\$***\$**
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