



INDIAN RAILWAY CATERING AND TOURISM CORPORATION

CIN-U74899DLI999GO1101707

Website: www.irctc.com, email id: travelinsurancescheme@irctc.com

**E-LIMITED TENDER FOR SELECTION OF INSURANCE COMPANY FOR PROVIDING
INSURANCE COVERGAE FOR THE MATERIAL DAMAGE OF MAHARAJAS'
EXPRESS TRAINFOR A PERIOD OF TWO YEARS (2 years) EXTENDABLE ONCE BY
ONE YEAR (01 Year).**

Tender No. IRCTC/CO/TRSM(ME)/1/2022/Tourism/CO (C. No. 18023)

Type of Offer:- Two - packet system

Last Date and Time of Submission of Tender	: 19.07.2024 by 12.00 hrs.
Date and Time of Opening of Tender	: 19.07.2024 at 12.30 hrs.
Approx. Value of Contract	: INR 0.63 Lakhs (approx) for 01 year INR 1.26 Lakhs (approx) for 02 year
Opening of Tender	: IRCTC, M- 13, Punj House, Connaught Place, New Delhi-110001
Address for Communication	: Additional General Manager (Tourism) Indian Railway Catering and Tourism Corporation Ltd., M- 13, Punj House, Connaught Place, New Delhi-110001.

(In case 19.07.2024 is declared as holiday, the tender will be opened at the same time on the next working day)

Tender Document may be downloaded from www.irctc.com

DISCLAIMER

- The information contained in this Bid Document or subsequently provided to the Bidder(s), whether verbally or in documentary form by or on behalf of the IRCTC or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this Bid Document or any other terms and conditions subject to which information is provided.
- This request for Bid document is not an agreement and is not an offer or invitation by IRCTC to any party other than the Bidders who are qualified to submit their proposals to IRCTC in response to the tender.
- The objective of the Bid document is to provide the prospective Bidder(s) with all the relevant information to assist him for formulation of proposals or bids.
- The bid document may not be apposite for all persons interested in bidding as it is not possible for the IRCTC or any of their employees or advisors to take into consideration the financial and investment objectives, financial situation as well as specific needs of each party who reads or uses this Bid document.
- The prospective bidders should conduct detailed analysis and study for authenticating the accuracy and completeness of the information provided in the Bid document and wherever necessary obtains independent opinion from appropriate sources.
- The IRCTC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations about the accuracy, reliability or completeness of the bid document.
- The IRCTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bid document. However, all such amendments will be uploaded on website as well as informed to all bidders.
- The issue of the Tender Documents does not imply that IRCTC is bound to appoint the successful Bidder as the Insurer, as the case may be, and the IRCTC reserves the right to reject or any of the Bidders or Bids or not to award the Contract without assigning any reasons whatsoever.
- Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses affiliated with any demonstrations or presentations which may be required by the IRCTC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will be borne by the Bidders and the IRCTC and its employees shall not be liable in any manner whatsoever for the same or for any other costs or other expense incurred by the Bidders.

GENERAL INSTRUCTIONS TO BIDDERS

1. General

Date & Time up to which offers will be received : **19.07.2024 by 12:00 hrs**

Date & Time of Opening of Bid : **19.07.2024 at 12:30 hrs**

- i. Bid document, along with all tender papers, must be submitted online.
- ii. This Tender Document can only be submitted/ received online at <http://www.tenderwizard.com/IRCTC> only. No manual bids will be accepted.
- iii. To participate in the E-Tender, it is mandatory for the bidders to register themselves with M/s ITI. A detailed procedure for bidding is placed at www.tenderwizard.com/IRCTC. It may please be noted for submission of bid, Class III digital signature is required.
- iv. The applicant should upload complete set of documents, including all Annexures with supporting documents of Eligibility Criteria as mentioned in this Document, (**Technical Bid**) and **financial bid as per format attached as Annexure III**. All the uploaded documents shall be digitally signed by authorized signatory.
- v. Corrigendum/Addendum to this Tender, if any, will be published on website www.irctc.com & www.tenderwizard.com/IRCTC. No newspaper press advertisement shall be issued for the same.
- vi. For any difficulty in downloading & submission of tender document on website www.tenderwizard.com/IRCTC, please contact at **tenderwizard.com**, **helpdesk no. 011-49424365** or **cell no 8800115628 (Mr. Mayank), 9560095958 (Mr. Mohit), 8800107755 (Mr. Rahul) and 9870393814 (Mr. Rajesh)**.
- vii. Bidder should consider the overall project while preparing their offers against this tender.
- viii. This tender is a “No Deviation Bid”
- ix. This tender document is not transferable.

2. Bid Rejection Criteria

Besides other conditions and terms highlighted in the Tender document, bid may also be rejected under following circumstances:

- 2.1 Bids received by IRCTC after the last date & time for receipt of bids prescribed by IRCTC in the bid document.
- 2.2 Revelation of prices by the bidder in any form or by any reason, **for example by indicating in Technical Bid packet, before opening the Financial Bid**.
- 2.3 Bid received is incomplete. Bid is not accompanied by all requisite documents.
- 2.4 Failure of the bidder to respond to the clarification sought by IRCTC or attending the Technical Presentation, if any called by IRCTC, within stipulated time period during the bid evaluation process.
- 2.5 Financial bids that do not conform to the tender schedule.
- 2.6 Information submitted in bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.

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1. BACKGROUND

Indian Railway Catering and Tourism Corporation Ltd, a Public Sector Undertaking under *Ministry of Railways* founded in 1999 with beliefs to improve customer service verticals such as catering, ticketing and tourism. IRCTC aims at to be a technology driven customer-oriented company through constant innovation and human resource development. When IRCTC unveiled its online portal in 2002 www.irctc.co.in, few could have foreseen the ground breaking impact of this invention. It initiated its on-line ticketing facility though without much experience in IT and owing to the specific background it inherited a broad and comprehensive outlook encompassing a technological development perspective to enable RAIL reservations subsequently Mumbai suburban tickets, tour packages, hotels, airlines, retail for ease to the citizens of the country.

IRCTC leads the category of travel e-commerce with the largest transaction share and dollar share. It has achieved a tremendous growth in e-ticketing since inception with an increase from 27 tickets to 14 lakhs tickets per day.

IRCTC's registered user base is over 30 million. IRCTC tourism portal www.irctctourism.com provides a range of travel & tourism services to customers including All Inclusive Rail tour Packages, Tourist Trains, Holiday packages, Hotels & Cab rentals. IRCTC owns and operated Luxury Trains- "The Maharajas' Express"& "Golden Chariot".

IRCTC envisages being one of the leading net centric companies. Our rapid growth www.irctc.co.in in E tickets is the result of our commitment of serving our customers, known as unmatched support, and our exclusive focus on web.

IRCTC would like to provide best value deal and high level of service to its customers with the objective of expanding its customer base.

2. NOTICE INVITING TENDER-

IRCTC owns and operate a Luxury Train- "The Maharajas' Express", The train consists of 23 coaches.

Indian Railway Catering & Tourism Corporation Limited (IRCTC) invites E-Limited Tender from Non-Life Insurance companies registered with IRDA **for providing Insurance for the Material Damage of Maharajas' Express** for a period of two years (2 years) extendable once by one year (01 year).

There will be two bids (consisting of Technical Bid and Financial Bid) as per the conditions laid down in the bid document. Parties should read the document carefully before submitting their offers.

IRCTC reserves the right to reject any/ all bids without assigning any reason and shall not be bound to accept lowest offer.

3. SPECIALINSTRUCTIONS TO BIDDERS

- 3.1 The Tender is not transferable.
- 3.2 The intending bidders are advised to study the document carefully and acquaint themselves with the conditions therein as they shall govern the operations and shall form an integral part thereof.
- 3.3 The tender document may be downloaded from www.irctc.com/Active Tenders.
- 3.4 The Bids received after the due date and time shall not be accepted.
- 3.5 At any time prior to the bid submission date, IRCTC may, for any reason, whether at its own initiative or in response to clarifications requested by the bidders, modify the bid document through the issuance of Corrigendum/ Addendum, which will be given on IRCTC website www.irctc.com & www.tenderwizard.com/IRCTC not later than 4 days in advance to the last date of submission of tender and shall be binding upon them. In order to give the bidders reasonable time where a Corrigendum/ Addendum is issued, or for any other reason, IRCTC may, at its discretion, extend the bid submission date.
- 3.6 The validity of the bid must be for a minimum 120 days from last date of the submission of bid.
- 3.7 IRCTC reserves the right to award contract to any bidder at its discretion and this will be binding on bidders.
- 3.8 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.
- 3.9 IRCTC may terminate the Contract if it is found that the bidder is black listed by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc. or submitted wrong undertaking or any false information in the tender document.
- 3.10 IRCTC reserves the right to reject any / all bids including the lowest bid or withdraw the tender at any stage without assigning any reasons. Nothing contained herein shall confer right upon a bidder or any obligation upon IRCTC.
- 3.11 It would be desirable that prior to the submission of bid, the bidder has made a complete and careful examination of the requirements and other information set forth in this bid document.
- 3.12 All tenders are hereby cautioned that conditional offers with deviations from the conditions and other requirements stipulated in this document is likely to be rejected as non-responsive and will not be considered in tender evaluation and award of work.
- 3.13 The policy shall be interpreted as per the common English Language.
- 3.14 The bidder should submit complete set of documents in support of required documents. However, the competent authority reserves the right to call for clarifications or additional documents in case of non-provision or partial provision of documents.

- 3.15 It will be for Insurer /Insurance Co. to comply with all the Indian rules and regulations pertaining to insurance. Insurer will alone be responsible for any breach thereof and for all its implications including financial one.
- 3.16 Guidelines issued by IRDA & TAC from time to time with regard to insurer' responsibility & liability towards insured shall be automatically applicable to this Insurance contract to the extent they improve upon the stipulation of this tender from IRCTC's point of view.

3.17 Benefits to Registered SSI/MSE Firms:-

3.17.1 Ministry of Micro, Small and Medium Enterprises (MSME) vide letter no. 21(1)2011-MA dated 25.04.2012 has notified a new Public Procurement policy for the Micro and Small Enterprises (MSEs) who are registered with

- (i) District Industries Centers or
- (ii) Khadi and Village Industries Commission or
- (iii) Khadi and Village Industries Board or
- (iv) Coir Board or
- (v) National Small Industries Corporation or
- (vi) Directorate of Handicraft and Handloom or
- (vii) Any other body specified by Ministry of Micro, Small and Medium Enterprises.

MSEs registered with any of the above agencies for the tendered item shall be exempted from payment of Earnest Money. With effect from 01.07.2020, MSEs registered under UDYAM are also eligible to avail the benefits under this policy.

3.17.2 Following benefits are available to such MSEs under this policy:

- (i) Issue of Tender document free of cost,
- (ii) Exemption from payment of Earnest Money,
- (iii) Relaxation in Prior Experience and Prior Turnover

Note:- Above, 3.17.1 and 3.17.2 will not be applicable for this tender as there is no tender fee, No EMD and no experience and prior turnover criteria.

3.17.3 In Tender, participating MSEs quoting price, within the band of L1 + 15 % shall also be allowed to supply a portion of requirements by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply at least 25 % of total rendered value.

In case L 1 is not MSE and there is more than one MSE within the range of L1 + 15 %, only the Lowest MSE shall be considered for 25 % in case of divisible item (or 100 % in case order quantity is not divisible) subject to matching L 1 prices. Only on refusal of such lowest MSE to accept L 1 prices, second lowest MSE

within the range of L1 + 15 % shall be considered. This process shall be continued till a MSE in the range accepts the L1 price or the MSEs in the L1 + 15 % range are exhausted. In case no MSE accepts L 1 price or there is no MSE available, in L1 + 15 %, then the order shall be placed without applying the principle.

- 3.17.4 Special provisions for SSI/MSEs owned by Scheduled Castes or Schedule Tribes and Women: Out of the 25% quantity of this E-Tender for SSI/MSEs a sub target of 4% quantity of this e-tender is earmarked for procurement from SSI/MSEs owned by the Scheduled Castes or the Scheduled Tribe entrepreneurs and 3% SSI/MSEs owned by woman entrepreneurs, provided that, in event of failure of such Micros and Small Enterprises to participate in E-Tender process or meet E-Tender requirements and L1 price, 4% sub target for procurement earmarked for SSI/MSEs owned by Scheduled Castes or the Scheduled Tribe entrepreneurs shall be met from other registered SSI/MSEs.
- 3.17.5 MSEs interested in availing themselves of these benefits must enclose, along with their offer, a copy of proof of their registration with any of the above mentioned agencies and also indicate the registration for the tender item/s & terminal validity date of their registration.
- 3.17.6 The registration certificate should also include information about the status in regard to their category i.e., the ownership MSE pertains to SC/ST/Other category clearly. Absence of any such information in the registration certificate would be taken as MSE failing in the category as "others".
- 3.17.7 As per letter 21(17)/2016-MA dated 06.04.2018 of Ministry of MSME, declaration of UAM number by the vendor on CPPP is mandatory from 01.04.2018. All MSME bidders have to upload a document along with other credentials in IRCTC tender that they have declared UAM number on CPPP, failing which such bidders will not be able to enjoy the benefits as per PP Policy for MSMEs order, 2012.

Note: The bidders must note that –

- (A) The benefits as specified above in Clause 3 shall be available to MSEs only for Goods produced and Services rendered by MSEs. Policy is meant for procurement of goods produced and services rendered by MSEs. **However, traders are excluded from the purview of Public Procurement Policy. Decision of IRCTC in this regard shall be final and binding.**
- (B) Above clause 3.17.3 and 3.17.4 above shall not be applicable for this tender as the quantities under this tender cannot be splitted.

4. ELIGIBILITY CRITERIA FOR THE BIDDER

The following are the qualifying criteria for participation in the E Limited Tender:

The insurance company should be recognized and registered by Insurance Regulatory Development Authority (IRDA) under category of Non-Life Insurance Company. Companies to submit following documents –

- 4.1 Copy of valid registration certificate issued by IRDA.
- 4.2 Copy of latest renewal receipt issued by IRDA.
- 4.3 Copy of PAN Card & GST Certificate.

The document submitted by the successful bidders, in compliance of the above eligibility conditions shall be subject to verifications by IRCTC itself or through an agency (expert in forensic audit) appointed by IRCTC, for which all necessary documents shall have to be essentially provided by the bidder, if so required. If the successful bidder is found to be ineligible on such verification, the letter of award will be terminated along with forfeiture of EMD (If any)/Security Deposit/other deposits such as license fee, concession fee, etc. In such eventuality the successful bidder will also be debarred for 03 years from participating in the future projects of IRCTC.

Clarifications (if any) can be obtained from IRCTC at email id travelinsurancescheme@irctc.com up to maximum of 4 days prior to opening of the tender. Reply shall be given maximum 48hrs prior to opening of tender document.

Corrigendum or addendum regarding this Tender, if any, will be published on the IRCTC website www.irctc.com and www.tenderwizard.com/IRCTC.

The Insurance Contract shall be governed by the Tariff / Rules / Guidelines & Insurance Policies as filed with IRDA by the Insurer, which the Insurer shall confirm at the time of submission of the Bid.

5. EVALUATION OF BIDS

IRCTC shall select one Insurance Company for providing **Insurance for the Material Damage of Maharajas' Express** through a transparent bidding process.

Technical bid would be evaluated at first based on the response to our pre-decided minimum eligibility criteria as per Para 4 above. IRCTC reserves the right at its sole discretion to seek information, documents etc. from the Insurance Company/(ies), as it may consider necessary for the purpose of evaluation of the bid

The Financial bid of the technically qualified insurance companies will be opened.

As the Assets Sum insured value of Maharajas' Express will keep on changing for the next three years. **Offers had been called for the Insurance premium rate per year for the coverage of per Rs. 1 Crore sum insured/ Rs. 1 Crore asset value.**

The exact Insurance premium value will be calculated on pro rata basis each year on the basis of the quoted **insurance premium rate per year for the coverage of per Rs. 1 Crore sum insured/ Rs. 1 Crore asset value** multiplied by asset value of Maharajas' Express for that particular year.

Illustration:-

“X” insurance agency had offered the **Lowest one (L 1)** Insurance premium rate per year of Rs. 1000/- for the coverage of per Rs. 01 Crore sum insured/Rs. 01 Crore asset value. Then the applicable Insurance premium to be paid to “X” insurance agency in the next three years would be calculated as under:-

Description	Sum insured (In Rs.)		
	1 st Year	2 nd Year	3 rd Year
Maharaja Express Train (Excluding Engine)	9.10 Crore	7.64 Crore	6.42 Crore
Fixed Interiors, Furniture & Fittings, Restaurant/Bar ware items, upholstery & curtains, carpets, linen and on train equipments/Appliances/gadgets including Air Conditioners And or all Goods in trust or on commission	1. 54 Crore	1. 46 Crore	1. 39 Crore
Total	10.64 Crore	9.10 Crore	7.81 Crore
Applicable payable Insurance premium value per year	Rs. 10.64 Cr. X Rs. 1000= Rs. 10640	Rs. 9.10 X Rs. 1000 = Rs. 9100	Rs. 7.81 X Rs. 1000 = Rs. 7810

The successful Insurance Company would be selected from the Insurance Company/(ies), who will be technically qualified and offer **Lowest one (L1)** Insurance premium rate per year for the coverage of per Rs. 1 Crore sum insured/Rs. 1 Crore asset value.

In case of any tie between the bidders with regard to same premium quoted, then the successful bidder will be selected on the following factors for the FY 2022-23/ 2023-24 (as per the case):-

1. Highest Claim Settlement Ratio.
2. Highest Net worth.

5.1 Price negotiation

As, it is not the general norm for IRCTC to carry out price negotiations following evaluation of the Commercial Bids, the Insurance Company/(ies) are advised to submit their best quotes in response to tender. IRCTC however, reserves the right to carry out negotiations in exceptional cases with the Insurance Company.

5.2 Validity of Prices

- a) The price quoted by the Insurance Company will be valid after the mandate is awarded and till the validity/ expiry of the policy.
- b) The price offered should remain firm until the completion of the contract. No request for increase in price for the services shall be entertained during this period.

6. AWARD OF CONTRACT:

- 6.1 After determining the successful bidder, IRCTC shall issue a Letter of Award (LOA). The successful bidder shall submit letter of acceptance within one week from the date of issue of letter of award.
- 6.2 In case bidder fails to accept the offer of award of contract the bidder shall be debarred from participating in the future tender of IRCTC for a period of 1 year.
- 6.3 The various aspects of the project including, but not limited to the matters that might affect the bidder's performance under the terms of this bid, including all risks, costs, liabilities and contingencies associated with the project.
- 6.4 IRCTC shall not be liable for any mistake or error or neglect by the bidder in respect of the above.

7. OBJECTIVE OF THE SCHEME:

Indian Railway Catering and Tourism Corporation Ltd. (IRCTC) being the owner of the train is interested in getting the Insurance for the Material Damage of Maharajas' Express Train for a period of two years (02 years) extendable once by one year (01 year) as per the following description :

7.1 Material Damage/Loss Policy :

Description	Sum insured (Rs. In Crore)		
	1 st Year	2 nd Year	3 rd Year
Maharaja Express Train (Excluding Engine)	5.53	3.49	2.20
Fixed Interiors, Furniture & Fittings, Restaurant/Bar ware items, upholstery & curtains, carpets, linen and on train equipments/ Appliances/gadgets including Air Conditioners And or all Goods in trust or on commission	1.31	1.22	1.13
Total Asset Value of ME Train	6.84	4.71	3.34
Jurisdiction/ Territory	India Only		

7.2 Special conditions:-

- 7.2.1 Risks Covered: Burglary Cover, Theft Cover, Fire and Allied Perils cover, Accidental damage Cover including transportation of Train items by road, Larceny, Housebreaking, robbery cover.
- 7.2.2 Any other risks: Fire & Allied Perils including fire, lighting, impact damage, Air craft damage, collision & derailments, Natural calamities, RSMD, EQ, Terrorism.
- 7.2.3 The cover should be on 24 hours basis within India as territorial limit.
- 7.2.4 Policy period: Policy will on the basis of per year period of 1 year.

8. BACKGROUND OF MAHARAJAS' EXPRESS:

Maharajas' Express recreates the lifestyle of the princely era redefining luxury and comfort. Maharajas' Express offers to its international / national travellers, the world class luxuries that only erstwhile royalty of India had enjoyed. The train was built at the Integral Coach Factory (ICF) in Chennai. This luxury train was inaugurated by honorable Minister of Railways in year 2010. Maharajas' Express is perhaps the first luxury train in the world to have state of the art advanced features. Maharajas' Express is equipped with luxury cabins and the train itself has special features which are trend setting and unique making Maharajas' Express a class of its own.

Maharajas' Express is offering following 04 specialized itineraries to the travellers from India and abroad:-

- 1- The Heritage of India - (7 days / 6 nights) :
Mumbai, Udaipur, Jodhpur, Bikaner, Jaipur, Ranthambore, Fatehpur Sikri, Agra, Delhi.
- 2- The Indian Splendour - (7 days / 6 nights) :
Delhi, Agra, Ranthambore, Jaipur, Bikaner, Jodhpur, Udaipur, Mumbai.
- 3- The Indian Panorama - (7 days / 6 nights) :
Delhi, Jaipur, Ranthambore, Fatehpur Sikri, Agra, Orchha, Khajuraho, Varanasi, Delhi.
- 4- Treasures of India - (4 days / 3 nights):
Delhi, Agra, Ranthambore, Jaipur, Delhi.

Note:- Apart of above 04 itineraries, train may be operated as a special charter/itineraries during the year/season.

9. FEATURES AND FACILITIES OF MAHARAJAS' EXPRESS :

The Maharajas' Express has set the standards for Luxury Trains across the world. It shall combine the latest rail technology with very traditional Indian hospitality, to give the feel of the best of both worlds.

The train shall consist of 23 coaches as the following layout:-

- ❖ 5 Deluxe Cabin Coaches, each with four twin / double bed cabins with attached bathroom.
- ❖ 6 Junior Suite Coaches with valet's bunk for 02 staff, each with three twin / double bed cabins with attached bathroom.
- ❖ 2 Suite Coaches with valet's bunk for 02 staff, each with two suites. Each suite shall have a double bed cabin along with living area and attached bathroom.
- ❖ 1 Presidential Suite Coach, with two double/twin bed cabins along with living area and attached bathroom.

The above Cars are meant for travellers and will accommodate 88 passengers and the coaches will have special features like:-

- ✓ Fully air-conditioned for all passenger cabins.

- ✓ Pneumatic & hydraulic suspension against the conventional spring suspension.
 - ✓ Environment friendly Bio toilet systems.
 - ✓ Fully air-conditioned state of art kitchen.
 - ✓ Facilities of TV along with infotainment services in all passenger cabins and public areas.
 - ✓ Internet WI-FI connection for all the cabins.
- ❖ 2 fine dining restaurant coaches, each with 42 covers.
 - ❖ 1 bar coach
 - ❖ 1 Kitchen car.
 - ✓ The Kitchen coach is a state of the art. It is equipped with Imported as well as Indigenous equipment for food preparation.
 - ❖ 1 Observation car with lounge bar.
 - ❖ 2 Generator Coaches.
 - ❖ 1 Staff Coach - 2 tier Air-conditioned sleeper, accommodates approx 37 staff. This coach has toilet cum showers.
 - ❖ 1 Executive Staff Coach on the pattern of deluxe cabin- four twin bed cabins with attached bathroom. This coach can accommodate 8 executives.

10. PROPOSED PROCESSFLOW:

- 10.1 The exact insurance premium value will be calculated on pro rata basis each year on the basis of the sum insured/asset value of Maharajas' Express for that period and offered insurance premium rate per year for the coverage of per Rs. 1 Crore sum insured/Rs. 1 Crore asset value(details mentioned at Para 5 of the tender document).
- 10.2 Insurance premium amount shall be paid by IRCTC annually.
- 10.3 Insurance company will send the confirmation of the policy generated to IRCTC.
- 10.4 The claim/liability shall be between IRCTC and the Insurance Company.

11. PAYMENT CLAUSE:

- 11.1 IRCTC Corporate Office will deposit the advance premium annually.
- 11.2 The insurer will raise invoice to the concerned Zonal Office/Corporate Office.
- 11.3 The Bill should be submitted in duplicate. The bill should contain details of SAC Code/GST number of the insurance company /GST NO. of IRCTC on the bill.
- 11.4 The GST/TDS or any applicable Tax component shall be paid as per actual. The liability to pay the GST/TDS or any other Taxes etc shall at all times will be liability of the insurance company only.
- 11.5 For facilitating Electronic Transfer of funds, the selected insurance company will be required to indicate the name of the Bank & Branch, account No. (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. The same need to be updated in case of any changes to IRCTC.

11.6 In case, the advance premium is getting delayed due to some technical issues or internal changes of the IRCTC, then insurance company will still issue the policy and IRCTC will recoupe the premium amount within 10 working days of receiving negative balance details from insurance company.

12. TENURE OF CONTRACT:

The term of engagement with IRCTC shall be valid for **two** years unless terminated earlier from the date of signing of Contract agreement between IRCTC and selected Insurance Company or date of stating of insurance policy i.e. 12.08.2024. The tenure of the contract shall be further extendable for one year at mutual consent of both the parties subject to satisfactory services and resolution of the claims on time, along with fulfillment of terms and conditions as per agreement.

13. CLAIMS SETTLEMENT: -

This insurance covers the fixed assets value of Maharajas' Express and coverage includes Material Damage/ Loss policy, Burglary, theft, fire & allied perils, accidental damages, natural calamities, etc. (described in clause no- 7). Hence, the first-hand information will be provided by IRCTC to selected insurance company either through email or letter and the actual valuation of the damage will also be intimated after investigation by IRCTC. The selected insurance company can also investigate the incident and accordingly pay the settlement amount to IRCTC within 30 days from the final investigation date, in case any. The settlement will be mutually agreed and in case of discrepancy then valuation provided by IRCTC will be treated as final.

14. PENALTY

If the Insurance Company, does not settle the claim of IRCTC or refuses to settle the claim on time, then a suitable penalty shall be levied by IRCTC. The same shall be deducted from the due premium towards Insurance Company.

15. INDEMNITY-

The company hereby agrees to indemnify and shall keep indemnified and hold harmless, IRCTC and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of his contract or arising from any breach of non-compliance what so ever by the company or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or without the premises.

16. COMPLIANCE WITH OTHER ACTS -

The Insurance Company shall be solely responsible for compliance with all labor laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's

Compensation Act, Minimum Wages Act and other Labor Welfare Act in respect of its personnel.

The Insurance Company shall indemnify IRCTC against any loss, damage or liabilities arising as a result of any action of omission or commission on the part of Insurance Company or on the part of Insurance Company's personnel or in respect of non-observance of any statutory requirement or legal dues or any nature.

17. ARBITRATION -

- 17.1.1 In the event of any dispute or difference between the parties hereto as to the construction, operation and interpretation of this tender document or the respective rights and liabilities of the parties on any matter in question, the Parties agree to use their best efforts to resolve all disputes in prompt, and equitable manner.
- 17.1.2 In the event, the Parties are unable to resolve the dispute as has been mentioned in the preceding clause (i), either party by way of submitting a demand in writing, refer the dispute to Arbitration comprising of a Sole Arbitrator to be mutually appointed from IRCTC's list of Empanelled Arbitrators. The demand made in writing shall specify the matters which are in question, or subject of dispute or difference as also the amount of claim. Further, only such disputes or differences in respect of which demand has been made, together with counter claims or set off given by IRCTC shall be referred to Arbitration and other matters shall not be included in the reference.
- 17.1.3 If the Arbitrator so appointed refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/her office/offices or is unwilling to perform his/her function as an Arbitrator for any reason whatsoever, or in the opinion of the parties fail to act without undue delay, the parties shall appoint any Arbitrator to act In his/her place in the same manner in which the earlier Arbitrator was appointed.
- 17.1.4 In case the party does not agrees to the appointment of the Sole Arbitrator as has been specified above, both the parties shall appoint their respective Arbitrators who shall thereafter appoint the Presiding Arbitrator for adjudication of dispute by the so constituted Arbitral Tribunal. Arbitration shall be subject to the provisions of Arbitration and Conciliation Act, 1996 (as amended from time to time)
- 17.1.5 The Award of the Arbitral Tribunal shall be final and binding on both the parties to the contract/tender.
- 17.1.6 The venue of Arbitration shall be at New Delhi. The fees and other expenses of the Arbitration shall be borne jointly by both the parties in terms of IRCTC circular/guidelines dated 18.10.2019.

18. JURISDICTION OF COURTS

The Courts of New Delhi shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

19. TERMINATION

19.1 Exit clause - Either party hereto may exit from this contract/agreement without any cause at any time, upon at least serving sixty (60) days written notice

19.2 Notwithstanding what is stated herein above, either party shall have the right to terminate the agreement forthwith by giving one month notice in writing addressed to the other party at his last known address, in case of occurrence of the following events, and the other party fails to remedy the breach within the said period.

- i. Breach of any terms or conditions of this agreement by a party to the agreement.
- ii. If any party commits violation of any applicable laws or regulations;
- iii. If the Insurance Company becomes insolvent or goes into compulsory liquidation.
- iv. If the Insurance Company, in the opinion of IRCTC, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- v. If the Insurance Company submits to IRCTC a false statement which has a material effect on the rights, obligations or interests of IRCTC.
- vi. If the Insurance Company places itself in position of conflict of interest or fails to disclose promptly its conflict of interest to IRCTC.
- vii. If the Insurance Company fails to provide the quality services as envisaged under the contract. Reasons for the same would be recorded in writing. In such an occurrence IRCTC shall give a written advance notice before terminating the Contract of the Insurance Company.
- viii. In case of wilful default or non-compliance of terms and conditions of the agreement or failure to Insurance Company, IRCTC will have the right to terminate the contract. The decision of IRCTC in this regard shall be final.
- ix. The performance of Insurance Company shall be reviewed on the basis of disposal of claims and services offered during the period. In case the efforts of the Insurance Company appear to be lagging behind considerably, IRCTC reserves the right to terminate the contract after serving a show cause notice of 15 days and the decision of IRCTC shall be final in this regard.
- x. The contract will be terminated after the approval from Corporate Office IRCTC

19.3 Effect of termination

Notwithstanding any other rights and remedies provided elsewhere in the agreement, on termination of this agreement:

- i. Neither party shall make any representation in a manner so as to induce any third party to believe that the other party to this agreement continues to be associated with it, in any manner whatsoever.
- ii. Neither party will be eligible to claim to any amount as loss or compensation for the termination of the agreement.

- iii. The expiration or termination of the agreement for any reason whatsoever shall not effect any obligation of either party having accrued under the agreement prior to the expiration or termination of the agreement and such expiration or termination shall be without prejudice to any liabilities of either party existing at the date of expiration of the agreement.

20. FORCE MAJEURE

IRCTC shall not be liable to the Insurance Company in respect of any breach of the terms and conditions due to any event or circumstances beyond its reasonable control.

21. INTELLECTUAL PROPERTY RIGHTS

Except to the extent expressly stated otherwise, neither party will acquire any right, title or interest in any Intellectual Property Rights belonging to the other party, or to the other party's licensors. "Intellectual Property Rights" means all copyrights, moral rights, patent rights, trademarks, rights in or relating to Confidential Information and any other intellectual property or similar rights (registered or unregistered) throughout the world.

22. GUIDELINES FOR SUBMISSION OF PROPOSAL

The complete bids should be submitted only through www.tenderwizard.com/IRCTC by 1200 hrs on 19.07.2024 and it shall be opened online at 1230 hrs. on 19.07.2024 Offline bids shall not be entertained.

Please submit copy of this document digitally signed bid online as a token of your acceptance of the terms and conditions. For further clarifications, please contact undersigned.

Please note that CLASS 3 DIGITAL SIGNATURE is required for submission of online bids.

In case of any query or issues, while submission of bids, the following contact numbers of Tender Wizard may be contacted:

SI No	PARTICULARS	CONTACT NUMBER	EMAIL ID
1	e-Tendering Registration Queries	011-49424365	twhelpdesk680@gmail.com
		011-49424365	twhelpdesk753@gmail.com
2	e-Tendering Process Queries	011-49424365	twhelpdesk680@gmail.com
			twhelpdesk605@gmail.com
3	For DSC Enquiries	011-49424365	twhelpdesk377@gmail.com

OFFER FORM (On LETTERHEAD of the BIDDER)

To,

Additional General Manager (Tourism),
Indian Railway Catering and Tourism Corporation Limited,
M- 13, Punj House, Opposite Gopal Dass Building,
Connaught Place, New Delhi -110001.

Tender No. IRCTC/CO/TRSM(ME)/1/2022/Tourism/CO (C. No. 18023)

Sir,

1. I / We hereby offer our bid for providing Insurance for the Material Damage of Maharajas' Express Train as per the criteria and instructions to the bidders mentioned in the tender document and as per T&C as indicated in the Tender.
2. I/We accept the terms and conditions mentioned in bid document and have been understood by us.
3. I/We understand that IRCTC reserve the right to reject, accept or consider any offer without assigning any reason whatsoever.
4. The term of engagement with IRCTC through this bid is for a period of two years, extendable once by one year depending upon the performance of satisfactory services and resolution of claim on time with fulfillment of terms and conditions.
5. I / We **agree** to keep our offer valid for 120 days from the date of opening of the bid; and shall be bound by a communication of acceptance offer, notwithstanding that a formal contract may be signed at a later date.
6. Our financial bid in the desired format is uploaded online.

Yours faithfully,

(Signature of Bidder or Authorized Representative)

For and on behalf of M/s

.....

SEAL

(On LETTERHEAD of the BIDDER)

ANNEXURE - II

Checklist and Undertaking for Eligibility Criteria Qualification Documents

S. N.	Technical Criteria	Details	Page Nos.
		(to be filled by the Applicant)	
General Information			
1.	Name and full address of the Applicant with Telephone, e-mail & Fax Number(s) and Contact Person.		
2.	Applicant should be registered with IRDA under category of Non Life Insurance. Copy of the following documents to be uploaded online: 2.1 Copy of valid registration certificate issued by IRDA. 2.2 Copy of latest renewal receipt issued by IRDA 2.3 Copy of PAN Card & GST Certificate		
3.	Filled in and signed proposal submission Letter as per format (Annexure I) to be uploaded online.		
4.	Filled in and signed checklist as per format (Annexure II) to be uploaded online.		
5.	Filled in and signed undertaking as per format (Annexure IV) to be uploaded online		
6.	Complete set of tender document duly digitally signed by the authorized signatory to be uploaded online.		
7.	For SSI/MSE firms proof of their being SSI/MSE registered in terms of para 3.16.1 under instruction to bidders. (If applicable)		

I/We_____do hereby declare that the entries made in the above 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 further understand that in case of any information submitted by me / us being found to be incorrect either before or even after evaluation/award of the tender, IRCTC will have the right to summarily reject the application, cancel/revoke the same with debarment for a period of 1 year at any time without assigning any reason whatsoever.

Dated: _____

(Signature of the Applicant)

Name _____

Address:_____

SEAL

OFFER FORM – FINANCIAL BID

FOR REFERENCE PURPOSE ONLY, THE FINACIAL BID WILL BE FILLED AND SUBMITTED THROUGH ONLINE MODE ONLY

Insurance Premium rate per year for the coverage of per Rs. 1 Crore sum insured/ Rs. 1 Crore asset value of Maharajas' Express	In Figures (In Rs.) - (Inclusive of all costs and taxes)	In Words (In Rs.) - (Inclusive of all costs and taxes)
	Financial Bid not to be quoted here	Financial Bid not to be quoted here

THE ABOVE FORMAT IS ONLY FOR REFERENCE. THIS WILL NOT BE PART OF TEHNICAL BID DOCUMENT.

Note:-

- (1) Offer for Insurance premium rate per year for the coverage of per Rs. 1 Crore sum insured/Rs. 1 Crore asset value shall be filled.
- (2) The exact Insurance premium value will be calculated on pro rata basis each year on the basis of the quoted Insurance premium rate per year for the coverage of per Rs. 1 Crore sum insured/ Rs. 1 Crore asset value multiplied by asset value of Maharajas' Express for that particular year.
- (3) The normal yearly depreciation applies for the asset value of Maharajas' Express train.
- (4) The premium amount payable per year during the tenure of contract i.e. 2 years + 01 year extension.

(Self attested and notarized (in Rs. 10 Non Judicial stamp paper))

Undertaking

1. I/We certify that ----- (firm/organization) is not blacklisted by Government or its agencies including Central/State Level Public Enterprises/sector units etc.
2. I/We certify that ----- (firm/organization) is not been barred by IRDA from dealing or selling non-life insurance products in the market.
3. I/we undertake that ----- (firm/organization) shall comply with all applicable state and central laws and regulations and to comply with Govt. regulations applicable in respect of Non-Life Insurance regulations, taxations etc. Firm shall co-operate and provide all necessary assistance with IRCTC in case of any audit, enquiry, investigation, dispute and/ or litigation. Firm shall be solely responsible for compliance with all applicable labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. Firm shall ensure fulfilment of all regulations, certification etc. in regard to Non Life Insurance services.
4. I/We undertake non-disclosure/sharing of confidential information with third parties.
5. I/ We undertake that all the documents/certificates/information submitted by our company against the tender are genuine.
6. I/ We undertake that the proposal submitted by IRCTC would be treated as a direct business and no commission shall be paid to any Intermediary on such business.
7. I/We undertake that all conditions as contained in the tender document including all Annexures as well as all the corrigendum / amendments/ instructions contained and published/uploaded in www.irctc.com/Active Tenders & www.tenderwizard.com/IRCTC against the tender, before the deadline specified for submission of bids are acceptable to us unconditionally.

Name/Signature
(Authorized signatory)
Stamped