



INDIAN RAILWAY CATERING AND TOURISM CORPORATION

CIN-L74899DLI999GOI101707

WWW.IRCTC.COM, EMAIL ID: TRAVELINSURANCESHEME@IRCTC.COM

**E- LIMITED TENDER FOR SELECTION OF INSURANCE COMPANY FOR PERSONAL
ACCIDENT INSURANCE COVER TO ALL DOMESTIC & INTERNATIONAL FLIGHT
PASSENGERS BOOKING THEIR TICKETS THROUGH IRCTC PORTAL**

Last Date and Time of Submission of Tender : **10.04.2020 by 12:00 hrs.**
Date and Time of Opening of Tender : **10.04.2020 at 12:15 hrs.**
**(In case 10.04.2020 is declared holiday,
the tender will be opened at the same time
on the next working day)**
Place of Opening of Tender : 11th floor, IRCTC Corporate Office
Statesman House, Barakhamba Road, New
Delhi-110001.
Address for Communication : Group General Manager(Fin.)-II
Indian Railway Catering and
Tourism Corporation Ltd.,
11th floor, Statesman House, B-148
Barakhamba Road, New Delhi-10001

**Tender Document may be downloaded from www.irctc.com or
www.tenderwizard.com/IRCTC**

Tender No.	IRCTC/2020/FIN/Insurance/AirTicketing
Type of Offer	SINGLE Packet System
Tender Papers will be available from	Tender Document may be downloaded from www.irctc.com or www.tenderwizard.com/IRCTC From 20.03.2020
Last Date and time of Submission of Tender	10.04.2020at 12:00 hours
Date and time of Opening of Bid	10.04.2020at 12:15 hours
Address	Group General Manager(Finance)-II, Indian Railway Catering and Tourism Corporation Ltd. 11 th floor, Statesman House, B-148, Barakhamba Road, New Delhi-110001

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 who have purchased the tender document.
- The issue of the Tender Documents does not imply that the 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.

Instructions to Bidders

1. General

Date & Time up to which offers will be received : **10.04.2020 by 1200 hrs**
Date & Time of Opening of Bid : **10.04.2020 at 12:15 hrs**

- i. This Tender Document can only be viewed at <http://www.irctc.com>, & <http://www.tenderwizard.com/IRCTC> and will be uploaded only at <http://www.tenderwizard.com/IRCTC>, electronically only.
- ii. To participate in the E- Tender, it is mandatory for the bidders to register themselves with M/s ITI without any payment on the website www.tenderwizard.com/IRCTC and obtain User ID & password which is required for submitting the tender. It may please be noted for submission of bid, Class- III digital signature will be required and detailed procedure for bidder is placed at www.tenderwizard.com/IRCTC.
- iii. E-Tender are not transferable.
- iv. The applicant should upload complete set of documents including all annexure with supporting documents along with financial bid duly signed/ digitally signed by the 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**.
- vii. The digital signature of the bidder on the E- tender form will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender documents. No deviation is accepted.
- viii. The intending bidders are advised to study the bid documents carefully and acquaint themselves with the conditions therein as they shall govern with contract and shall form an integral part thereof.
- ix. The applicant may or may not be physically present at the placed of the Tender opening as the whole tendering process is online and the tender status is available at www.tenderwizard.com/IRCTC.

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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 groundbreaking 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 7 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 also sells air ticket through its website www.air.irctc.co.in.

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 -

Indian Railway Catering & Tourism Corporation Limited (IRCTC) invites E-Limited Tender from Non-Life Insurance companies registered with IRDA for providing **Personal Accident Insurance cover to all Domestic & International Flight passengers/travelers who are booking their tickets through IRCTC portal** for a period of one year.

There will be single bid consisting of Financial bid only 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. INSTRUCTIONS TO BIDDERS -

- The Tender is not transferable
- 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.
- the tender document may be downloaded from www.irctc.com & <http://www.tenderwizard.com/IRCTC>
- The Bids received after the due date and time shall not be accepted.
- 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 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.

- The validity of the bid must be for a minimum 120 days from last date of the submission of bid.
- IRCTC reserves the right to award contract to any bidder at its discretion and this will be binding on bidders.
- 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.
- 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.
- 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.
- 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.
- 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.
- The policy shall be interpreted as per the common English Language.
- 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.
- Guidelines issued by IRDA & TAC from time to time with regard to insurer's 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.

4. SUBMISSION OF BIDS -

The entire process of evaluation of the offers shall be in single stage only i.e, Financial Bid.

4.1 Eligibility criteria for the bidder -

The following are the qualifying criteria for participation in the E- 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 –

1. Copy of valid registration certificate issued by IRDA
2. Copy of latest renewal receipt issued by IRDA

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

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

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 **Personal Accident Insurance cover to all Domestic & International Air Flight passengers/travelers who are booking their tickets through IRCTC portal (domestic and abroad)**. The insurance company will be selected on the basis of **lowest premium quoted**.

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 2018-19 :

- (a) Highest Claim Settlement Ratio.
- (b) Highest Net worth.

6. AWARD OF CONTRACT

- (i) After determining **the successful bidders, IRCTC shall issue a Letter of Award (LOA)**. The successful bidders shall submit letter of acceptance within one week from the date of issue of letter of award.
- (ii) 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 3 year.
- (iii) 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.
- (iv) IRCTC shall not be liable for any mistake or error or neglect by the bidder in respect of the above

7. SCOPE OF WORK AND COVERAGE -

7.1 Beneficiary : All the Domestic & International Flight passengers who are booking Air Tickets through IRCTC portal

7.2 Sum Insured :

Cover	Domestic	International
Accident Death	INR 50,00,000	INR 50,00,000
Permanent Total Disablement	INR 50,00,000	INR 50,00,000
Total Loss of Checked in Baggage	INR 3000	USD 250

7.1.1 Death : (a) In case of Death due to accident, 100% of sum insured will be paid by the Insurance Company. The Insurance Company shall compensate the nominee or their legal heirs (whilst on a trip covered in the policy) solely and directly caused by accident occurring during the period of insurance resulting death. The sum insured as specified above shall be limit per passengers per policy period payable only to the nominee/ insured person's legal heirs.

(b) Special Conditions : If the Insured Person dies as a result of the Accident within 12 months of its occurrence, or thereafter for any other covered reason, and a claim for permanent impairment had been made prior to the death, then payment will be made of the Sum Insured less any sum paid for the permanent impairment.

(c) If the Insured Person is not found within 7 years of the disappearance, sinking or wrecking of the Scheduled Air Carrier in which he was travelling as a fare paying passenger, the Insured Person will be presumed to have died as a result of the Accident.

7.1.2 Permanent total disability: In case of Permanent total disability the 100% of sum insured will be paid by the Insurance Company.

If during the policy period, the insured person sustains Accidental Bodily injury which directly and independently of all other causes results in permanent total disability as a result of the accident. For the purpose of this cover, Permanent total disability shall mean either of the following and compensation will be paid as per table below.

Permanent Total Disability Sum Insured Rs. 50,00,000/-

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
1. For loss of both hands or amputation at higher sites	100%

2. For loss of hand and a foot	100%
3. For double amputation through leg. Or thigh or amputation through leg or thigh on one side and loss of other foot.	100%
4. For loss of sight to such an extent as to render the claimant unable to perform any work for which eye sight is essential.	100%
5. For very severe facial disfigurement	100%
6. For absolute deafness	100%

7.1.3 Additional coverage under the policy :

- a. **Terrorism** : death due to an act of Terrorism is also required to be covered under the scheme.
- b. **Earthquake** : death due to Earthquake is also required to be covered under the scheme.

8. TENURE OF CONTRACT :

The term of engagement with IRCTC shall be valid for one year unless terminated earlier from the date of signing of Contract agreement between IRCTC and selected Insurance Company. The tenure of the contract shall be further extendable beyond one year at mutual consent of both the parties.

9. 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 Insurance Company part or on part of Insurance Company personnel or in respect of non-observance of any statutory requirement or legal dues or any nature.

10. ARBITRATION -

In the event any dispute arises between the Parties out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall endeavor to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 days, gives a notice to this effect, to the other party in writing. In case of any dispute, controversy or claim arising out of or relating to this Agreement, the Services or any matter or issue arising there from

('Dispute') shall be resolved in accordance with Arbitration and conciliation Act 1996. Such dispute, controversy, or claim shall be referred to the Sole Arbitrator to be mutually appointed by the parties as per the provisions of "The Arbitration and Conciliation Act-1996". In case, the parties fail to appoint Sole Arbitrator within 30 days, the event shall be referred to a three member Arbitral tribunal. One member each shall be appointed by both the parties. They shall, within 30 days of their appointment, mutually decide on the name of the third arbitrator. Arbitration proceedings shall be deemed to commence only on the first date of meeting of all the three arbitrators. The award of the arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be New Delhi. The fees and expenses of the Arbitration Tribunal all other expenses of the Arbitration shall be borne jointly by the Parties in equal proportion and shall be governed by Circular No. 2011/IRCTC/Co/Legal/App. Arbitrator dated 18.10.2019. The Parties submit to the exclusive jurisdiction of the Courts of Delhi. This Agreement shall be interpreted in accordance with Indian law.

11. CLAIMS SETTLEMENT -

11.1 Claims Settlement process :

The insurance company shall process the claim application submitted by the beneficiary. The settlement shall be done as per agreement and as per existing IRDA Norms/Rules. No claim shall be repudiated on technical issues.

11.2 Claims intimation :

Claims intimation should be immediate but not later than 4 months after the event has taken place. The intimation can be done through:-

- a. Online through site of insurance company
- b. Call centre of insurance company or
- c. By registered post or courier

11.3 Claim settlement :

After the receipt of documents, Insurance Company should process the claim within 15 days of the receipt of document. No claim should be rejected on technical ground.

12. PROPOSED PROCESS FLOW:

- i. The coverage in the policy shall be to any accident in air craft/ flight.
- ii. The coverage for the policy shall be for each passenger under the PNR in case of Death, Permanent Total Disability and Total Loss of Checked in Baggage.
- iii. Insurance premium amount shall be paid by IRCTC for all the passengers who have booked Domestic & International Air Ticket through online IRCTC Portal. The insurance cover shall be provided free of cost to all the passenger who have booked Domestic & International Air Ticket through online IRCTC Portal. IRCTC shall be

maintaining a deposit premium account with the Insurance Company from which the premium for the Insurance policy shall be debited. Details of the insured passengers shall be provided by IRCTC to Insurance Company, on the basis of which premium amount will be deducted from the deposit premium account and the policy will be issued by the Insurance Company on real time basis.

- iv. Insurance company will send the confirmation of the e-policy to the passengers through e-mail & SMS, immediately after the booking of the ticket, for which necessary set up should be done by Insurance company. The mobile number of the passenger or ID card details, if any of the passenger should be included in the e-policy.

Sample of the text message proposed to be sent by Insurance Company.
“PNR No. SCGV5L
Air Travel insurance Policy Issued & Mailed for Mr. Pankaj +5 persons,
Premium Received -----pls. call for any clarification -----

- v. If due to any technical error the information of the insured person has not been communicated by the IRCTC's system to Insurance Company, due to which, the policy has not been issued even then the insurance company will be liable to settle the claim.
- vi. The coverage will be valid from the take off the aircraft to the landing of aircraft at the destination station for the passengers who have booked air ticket through online portal of IRCTC.
- vii. In case of short termination of flight due to any reason, if the passenger opts for the alternate mode of transportation arranged by Airlines upto the destination station, then this part of the journey of the passenger shall also be covered under the policy taken by the passenger.
- viii. In case of diversion of Flight due to any reason, the coverage shall be for the diverted route.
- ix. The Insurance Companies shall integrate with IRCTC server and commence travel Insurance within the time frame given by IRCTC Ltd. and as per the terms and conditions of the Bid Document and in the agreement to be executed between the parties.
- x. The claim/liability shall be between passenger and the Insurance Company.

13. INDEMNITY-

The company hereby agrees to indemnified 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 Laws governing the Contract

- a)** This contract shall be governed by the laws of India for the time being in force.
- b)** Irrespective of the place of performance or place of payment under the contract, the contract shall be deemed to have been made at New Delhi.

14. 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.

ANNEXURE – I

OFFER FORM (On LETTERHEAD of the BIDDER)

To,

Group General Manager (Finance)-II
Indian Railway Catering and Tourism Corporation Limited,
11th floor, Statesman House, Barakhamba Road,
New Delhi -110001.

Ref : Tender No. : IRCTC/2020/FIN/Insurance/AirTicketing

Sir,

1. I / We hereby offer our bid for providing **Personal Accident Insurance cover to all Domestic & International Flight passengers/travelers booking their tickets through IRCTC portal** as per the criteria and instructions to the bidders mentioned in the tender document as per T&C as indicated in the Tender.

2. 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.

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. Attach copy of following documents : 1. Copy of valid registration certificate issued by IRDA 2. Copy of latest renewal receipt issued by IRDA		
3.	Undertaking from Insurance Company that it has not been barred by IRDA from dealing or selling non life insurance products in the market.		

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: _____

Name _____

(Signature of the Applicant)

Address:_____

SEAL

ANNEXURE – III

OFFER FORM – FINANCIAL BID

To,

Group General Manager (Finance)-II
Indian Railway Catering and Tourism Corporation Limited,
11th floor, Statesman House, Barakhamba Road,
New Delhi -110001.

Ref : Tender No.- **IRCTC/2020/FIN/Insurance/AirTicketing**

Sub : **Bid for Personal Accidental Insurance cover to all Domestic & International Flight Passengers booking their tickets through IRCTC Portal.**

I/We accept terms and conditions mentioned in Bid Document that have been clearly Understood by us.

1. Our quote for the premium is as under:-

S.NO.		TO BE FILED UP BY THE BIDDER	
01	Premium quoted for Per passenger per trip	In Figures (In Rs.) - (Inclusive of all costs and taxes)	In Words (In Rs.) - (Inclusive of all costs and taxes)

1. I/We understand that IRCTC reserve the right to reject, acceptor consider any offer without assigning any reasons whatsoever.

Note: 1. In case of discrepancy in the amount quoted in figure and words, the amount written in words will be taken into consideration.

2. Financial Bid amount filled online in the above format will be taken as final amount quoted.

Signature of the authorized signatory:

Name & Designation:

Name of the Firm/Company (with seal):

Date: