

# Hassan Mangalore Rail Development Company Limited

(A Joint Venture of Ministry of Railways & Govt. of Karnataka)

Regd. Office : MSIL House, 7th Floor, #36, Cunningham Road, Bangalore-560 052.

Tel : +91-80-2237 0581, Fax: +91-80-2237 0582, website : [www.hmrdc.com](http://www.hmrdc.com)

CIN NO.U45203KA2003PLC032183,E-mail: [ceohmrdc@gmail.com](mailto:ceohmrdc@gmail.com)

HMRDC/Accounts/14/Insurance Policy/2020

dated 28.04.2020

## TO WHOMSOEVER IT MAY CONCERN

Dear Sir/Madam,

**Sub: Tender for Insurance of HMRDC Project Railway Assets for the period from 22.05.2020 to 21.05.2021.**

M/s Hassan Mangalore Rail Development Company Limited invites tenders from competent Insurance companies to quote for issue of various Insurance policies viz.,

1. Standard Fire and Standard Perils Policy.
2. Fire Loss of Profit Policy.
3. Machinery Breakdown Policy.
4. Public Liability Policy.

Interested and eligible Insurance companies may quote in the prescribed format to M/s Hassan Mangalore Rail Development Company Limited., 7<sup>th</sup> Floor, MSIL House, No. 36, Cunningham Road, Bangalore 560 052.

The tender documents and the formats can be downloaded from the website: [www.hmrdc.com](http://www.hmrdc.com). You are requested to go through the information and send your tender quotation in the prescribed format.

**Last date for submission of the Tender is 12.05.2020 before 03.00 pm**

Any Corrigendum to this Tender will be issued in the Website stated above and no paper advertisement will be issued separately.

Thanking you

Yours truly

**For Hassan Mangalore Rail Development Company Ltd.,**

S N Srinivasa  
Company Secretary

Copy to: AIMS Insurance Broking Pvt. Ltd.,

Encl: a/a



# HMRDC

## HASSAN MANGALORE RAIL DEVELOPMENT COMPANY LTD

(A Joint Venture of Ministry of Railways & Govt. of Karnataka)

Regd. Office : MSIL House, 7<sup>th</sup> Floor, #36, Cunningham Road, Bangalore – 560 052

Tel : +91-80-2237 0581, Fax : +91-80-2237 0582, website : hmrdc.com

CIN NO.U45203KA2003PLC032183, E-mail: [ceohmrdc@gmail.com](mailto:ceohmrdc@gmail.com)

## TENDER DOCUMENT FOR RENEWAL OF INSURANCE POLICIES

Tender Document No. HMRDC/Accounts/14/Insurance Policies/2020

Dated: 28<sup>th</sup> April 2020

**Last date of Tender is 12<sup>th</sup> May, 2020 @ 3.00 pm**

### ISSUED BY:

Hassan Mangalore Development Company Limited

Regd. Office : MSIL House, 7<sup>th</sup> Floor, #36, Cunningham Road,

Bangalore – 560 052

Tel : +91-80-2237 0581, Fax : +91-80-2237 0582,

website : hmrdc.com

CIN NO.U45203KA2003PLC032183,

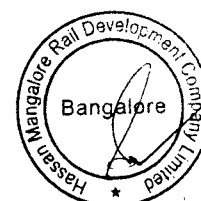
E-mail: [ceohmrdc@gmail.com](mailto:ceohmrdc@gmail.com)

Note: This document contains a total of 23 pages. No change in the document by the tenderer is permissible



## INDEX

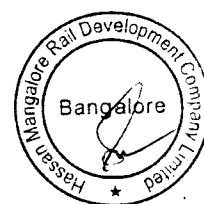
<b>Sub Nos</b>	<b>Contents</b>	<b>Page No.</b>
	TENDER INFORMATION SHEET	3 – 3
	NOTICE INVITING TENDER	4 – 6
1)	GENERAL TERMS AND CONDITIONS (GTC)	7 – 9
2)	SPECIAL TERMS AND CONDITIONS (STC)	10 – 10
3)	DISPUTE RESOLUTION	11 – 11
4)	SCOPE OF WORK & FORMATS OF ANNEXURES I TO VI	12 – 23



## **Tender Information Sheet**

<b>Document Description</b>	Tender Document for Renewal of Insurance Policies
<b>Tender No.&amp; Date</b>	HMRDC/Accounts/14/Insurance Policies/2020 Dated: 28 <sup>th</sup> April 2020
<b>Last date &amp; Time of Submission of Response to Tender Document</b>	12.05.2020 at 3:00 p.m.
<b>Tender Opening Date</b>	12.05.2020 at 3.15 p.m.
<b>Validity of Tender</b>	60 (Sixty) days from the date of opening of tender.
<b>Address for submission of Response to Tender Document</b>	Hassan Mangalore Rail Development Company, MSIL House, 7 <sup>th</sup> Floor, #36, Cunningham Road, Bangalore – 560 052 Ph.No. 080 – 22370581 Fax No. 080 – 22370582 Email ID: <a href="mailto:ceohmrdc@gmail.com">ceohmrdc@gmail.com</a>

**Important Note:** Prospective Tenderers are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document through the websites [www.hmrdc.com](http://www.hmrdc.com). No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.



# HASSAN MANGALORE RAIL DEVELOPMENT COMPANY LIMITED

## NOTICE INVITING TENDER

Hassan Mangalore Rail Development Company Limited (HMRDC) invites "Sealed Tender" in the prescribed proforma from Insurance Regulatory and Development Authority of India (IRDAI) approved General Insurance Companies for taking various Insurance Policies, for a period of 1 (one) year from 22.05.2020 to 21.05.2021, as per the details hereunder: -

### **Background of the Company:**

Hassan Mangalore Rail Development Company Ltd., (HMRDC) was incorporated on 01.07.2003 as a joint venture SPV with equal equity participation by Ministry of Railways and Government of Karnataka with the objective of Development, Financing, Designing, Construction, Operation and Maintenance of Broad Gauge rail link connectivity between Hassan and Mangalore (referred to as Project Railway).

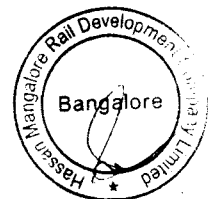
For the purpose of implementing Project Railway, Ministry of Railways (MOR) has granted concession rights to the company for the above activities for a period of 32 years. The company has been given lease hold rights on the assets which already existed in the project area as a part of the earlier network including land for development of leased assets during the concession period. The company has insurable interest in the leased property by the virtue of the concession agreement. The Company has an Operation & Maintenance Agreement with the South Western Railway and the entire operations and maintenance are carried out by the Railways.

The chainage length of the HMRDC line is 199.88 Kms including Loop Lines and out of which 70.69 Kms covering the Locations viz Sakleshpur, Donigal, Kadagaravalli, Yedakumari, Shrivagilu, Subrahmanyam Road and Bajakere are in Ghat Section and Non Ghat Section which is prone to land slide, mud slide, rock slide, accumulation of mud and slush in Side Drains aggravating the damages etc., during monsoon period due to which the trains movement gets affected.

Right from the inception, heavy capital expenditure is being incurred providing various types of long-term protection works such as Retaining Walls, Gabion Walls, Boulder Networking Works, Re-profiling of Hill Slopes, and Side Drains in vulnerable areas, strengthening of bridges, tracks & formation. Besides these, protective works are being carried out to reduce arrest disruption of activities and damages to the tracks due to landslide in the ghat section during rains.

In order to minimize loss and not to give scope for aggravation after the incidence of landslips few additional works are being continuously carried out by railways at an additional cost viz., Plugging of landslip points with sand bags and ballast kankar to avert flow of muck on the railway tracks, Cutting of formation to divert nallah to avert flooding causing further damage to the tracks, Felling of trees which causes further mud slides. Apart from that, as per safety standards of Indian railways the track is kept intact by regular cleaning of side drains in order to ensure that, there is free flow of water without disturbing the formation and the track.

Right from 2008-2009 company was taking the following types of insurance policies covering various risks which are due for renewal on 22.05.2020.



- i. Standard Fire and Special Perils Policy with add on covers viz. Earthquake – Fire & Shock, STFI, Terrorism, Removal of debris – Location wise.
- ii. Fire Loss of Profit Policy (FLOP) (Business Interruption Policy ) with add on covers viz. Earthquake, STFI, Fire & Shock and Terrorism.
- iii. Machinery Break Down Policy (MBD).
- iv. Public Liability Policy covering Accidental Death/ Damage of Third-Party Person/ Property.

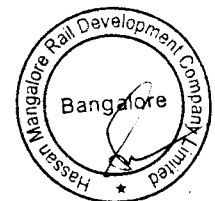
**Eligibility Criteria:**

- 1 The Insurance Company applying should be having a valid license to act as a General Insurance Company issued by Insurance Regulatory and Development Authority of India (IRDAI). Tenderer should be in service for at least 5 years as on end of FY 2019-20. The tenderer to submit IRDAI Renewal License; current & since inception.
- 2 Tenderer to have a Positive Net worth for the last 3 years as on FY 2018-19. Tenderer to submit Audited Financials/ Balance sheet as documentary evidence.
- 3 Minimum cumulative gross premium receipt of Rs.1.000 Crs over the last 3 financial years ending 31.03.2019. Tenderer to provide documentary evidence.

**Insurance Policies Required:**

For Project Railway assets situated at various station to station locations of HMRDC railway tracks covering various risks with effect from 22.05.2020 to 21.05.2021.

- i. Standard Fire and Special Perils Policy with add on covers viz. Earthquake – Fire & Shock, STFI, Terrorism, Removal of debris – Location wise.
- ii. Fire Loss of Profit Policy (FLOP) (Business Interruption Policy ) with add on covers viz. Earthquake, STFI, Fire & Shock and Terrorism.
- iii. Machinery Break Down Policy (MBD).
- iv. Public Liability Policy covering Accidental Death/ Damage of Third-Party Person/ Property.

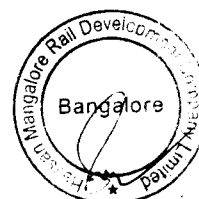


Brief details of the work are as under:

Sl. No.	Item	Details
1	Name of Work	<p>a. Standard Fire and Special Perils Policy with add on covers viz. Earthquake – Fire &amp; Shock, STFI, Terrorism, Removal of debris – covering Project Railway assets station to station Location wise.</p> <p>b. Fire Loss of Profit (FLOP) (Business Interruption Policy with add on covers viz. Earthquake, STFI, Fire &amp; Shock and Terrorism.</p> <p>c. Machinery Breakdown Policy.</p> <p>d. Public Liability Policy covering Accidental Death/ Damage of Third Party Person/ Property.</p>
2	Date of issue of Tender	28.04.2020
3	Last Date and Time of Submission of Tender	12.05.2020: 3.00 PM
4	Date and Time of Opening of Tenders	12.05.2020: 3.15 PM
5	Validity of Tender	60 (Sixty) days from the date of opening of tender.
6	Authority and place for seeking clarification & submission of Tender document.	<p>M/s. Hassan Mangalore Rail Development Company Ltd., (HMRDC)</p> <p>MSIL House, 7<sup>th</sup> Floor,</p> <p>Cunningham Road, No.36,</p> <p>Bangalore - 560052</p> <p>Phone: 080 – 22370581/2</p> <p>Email: ceohmrdc@gmail.com</p>

**Important Note:**

Prospective Tenderers are requested to remain updated for any notices/amendments/clarifications etc., to the Tender document through the website [www.hmrdc.com](http://www.hmrdc.com). No separate notifications will be issued for such notices/amendments/clarifications etc., in the print media or individually.





## 1. GENERAL TERMS AND CONDITIONS (GTC)

1.1 The Tender document contains:

- a. General Terms and Conditions, Special Terms and Conditions, Dispute Resolution and Scope of Work along with Annexure I to IV and Annexure V being the summary of premiums quoted for different policies.
- b. Annexure No VI Undertaking/ Covering Letter by Tenderer.

1.2. The offer of the Tenderer shall be valid for a period of 60 days from the last date of submission of Tender.

1.3. The tenders received after the stipulated tender submission date / time will be rejected.

1.4. Tenders will be opened at the date / time as specified in the Notice Inviting Tender.

1.5. Tenderer must fill up all the details as required in Annexure I to V and also Financial quotation as per Annexure VI and furnish all the required information as per the instructions given in various sections of the Tender Document.

1.6. Tender Document consists of: -

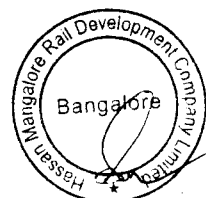
- a. Notice Inviting Tender
- b. Scope of Work
- c. Terms & Conditions
- d. Annexure(s) including undertaking by the Tenderer

Obtaining Tender Document: The tender document can be downloaded free of cost from the website of the Company i.e. [www.hmrdc.com](http://www.hmrdc.com). The Tender shall be submitted in the prescribed form attached to this notice. Prospective tenderers interested to participate in the tender process are required to submit their competitive quotes in response to this Tender document.

Tender Submission date and Opening date: The tenderers shall submit their competitive quotation in a sealed envelope in the format enclosed with this Tender document. The last date for submission of tender is as mentioned in the notice inviting tender. No tender shall be accepted after the date and time mentioned above. The tenders shall be opened on the same day as mentioned in the notice inviting tender.

1.7. It is important to note that only a single office per insurer is invited to submit tender.

1.8. If, at any time prior to the last date for submission of tenders and excluding the date of submission of Tender, HMRDC may, at its own initiative or in response to clarification or query raised by the prospective bidders, may modify tender documents by issuing addendum/corrigendum in its website [www.hmrdc.com](http://www.hmrdc.com) and the same shall be binding on the tenderers. Tenderers shall take such addendum and corrigendum into consideration while submitting their tenders.



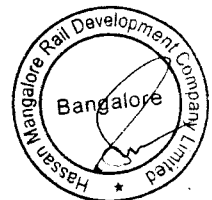
- 1.9. Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the bidder who resorts to canvassing is liable to be rejected. Any bidder found Canvassing &/ or colluding &/ or forming &/ or taking part in cartel will be blacklisted.
- 1.10. The Policy shall be interpreted as per the common English Language.
- 1.11. Tender prices shall be quoted in Indian rupees only.
- 1.12. All the parties shall be governed and bound by Indian Laws as amended from time to time under the Agreement.
- 1.13. Any dispute arising out of this agreement shall be resolved through the Standard Arbitration Clause reproduced below.
- 1.14. Tender evaluation will be on the basis of total premium quoted for all the Policies disregarding premium quoted for any individual Policy. If there is a partial quote from any tenderer, then their quote will not be considered for further evaluation.
- 1.15. HMRDC may negotiate with responsive and unconditional L-1 Tenderer, determined on the basis of Total Premium quoted for all the Policies and HMRDC's decision in this regard shall be final.
- 1.16. HMRDC reserves the right to accept or reject any or all Tenders without assigning any reason. Tenderer(s) shall have no cause of action or claim against HMRDC for rejection of its / their proposal. HMRDC's decision shall be final, conclusive and binding on Tenderer(s).
- 1.17. HMRDC reserves the right to assess the insurer's capacity and capability to perform should the circumstances so warrant.
- 1.18. **Deadline for submission of Tender:**
- a) The tender duly filled must be received by HMRDC at the address specified not later than the date and time mentioned in the "Notice inviting the Tender". Tender received later than the deadline prescribed for submission of tender by HMRDC will be rejected. Tenders can also be accepted by post if received before expiry of time of receipt of tender document. However, HMRDC will not own any responsibility for delay in postal transit. **Any tender received in person/by post after last date and time notified will not be opened and such tenders will not be considered for evaluation purpose.** If the opening date happens to be a holiday, the tenders will be received and opened on the next working day at the same time. However, there will not be any change in last date of issue of tender document on this account.
- b) Kindly submit your most competitive premium on the risks envisaged as per annexure 1-5 as per terms & conditions envisaged in Annexures and submit tender in a sealed cover duly superscribed as **"Tender Quotation for Fire and other insurance coverage – HMRDC Property"** on the envelope on or before 3 pm on 06-05-2020 addressed to Hassan Mangalore Rail Development Company Limited, MSIL House, 7<sup>th</sup> Floor No. 36 Cunningham Road, Bangalore -560052 along with the necessary documents as stated in the tender notification.



#### **1.19 Withdrawal of Tender:**

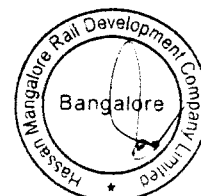
No Tender can be withdrawn after submission and during tender validity period. Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, has made himself aware of the scope and specifications of the Tender Document for Shifting of utilities/identification etc., and other factors having any bearing on the execution thereof.

- 1.20 M/s. Aims Insurance Broking Pvt. Ltd., Thrissur/Bangalore are our insurance intermediary as per IRDAI (Insurance Brokers) Regulations 2018 and they can be contacted over mobile nos. 9945036453 & 9019595300.



## 2. SPECIAL TERMS AND CONDITIONS (STC)

- 2.1. The tenderer shall ensure to comply with the Tariff / Rules /Regulations / Guidelines & Insurance Policies as filed with IRDAI by the Insurer, which the Insurer shall confirm at the time of submission of the Tender.
- 2.2. Letter of Acceptance (LoA), in duplicate, along with the Cheque of insurance premium shall be issued to the successful tenderer, who will be required to return one copy of LoA to HMRDC duly signed & stamped by the authorized signatory of the tenderer, as an unconditional acceptance of the Letter of Acceptance, and the same shall be treated as unconditional binding document on the part of the insurer till a formal insurance Policy is received by HMRDC. The Insurance Company will acknowledge the receipt of premium cheque and issue a letter confirming 'Risk Held Cover'.
- 2.3. Discounts offered if any shall be clearly indicated in the offer. Discount offered should be in conformity with IRDAI rules. Discount once offered shall not be withdrawn subsequently during policy period.
- 2.4. Insurance company shall deliver the policy documents within 10 days of receipt of premium.
- 2.5. The policy should be operative throughout the year without interruption.
- 2.6. No special/counter conditions are acceptable.
- 2.7. The details as called for in the tender document shall be filled and completed by the tenderers in all respect and shall be submitted with requisite information and Annexure(s). It is expected that the tenderer will submit following documents in a sealed cover on or before the last date and time of submission:
  - a) Signed & stamped copy of this tender document (all pages).
  - b) Signed & stamped copy of Documentary evidence mentioned against Eligibility Criteria.
  - c) Signed & stamped duly filled Forms & formats as mentioned in the tender document indicating their quotes for various policies.
  - d) Signed & stamped copy of authorization letter from Head Office for Exclusive participation in this tender.
- 2.8. **All tenderers are hereby cautioned that Tender conditions need to be strictly complied with and that conditional offers with deviations from the conditions and Insurance coverages stipulated in these document shall be rejected as non-responsive and will not be considered in tender evaluation and award of contract. Decision of HMRDC will be final and binding in this regard.**
- 2.9. For any of the Policies, HMRDC may request for addition / deletion / alteration in the sum insured at any time during the Policy period and such an addition / deletion / alteration in the Sum Insured will not affect the rate of premium charged from HMRDC by the insurer.
- 2.10. Each Policy shall have a clause for “On Account Payment of upto 50% of assessed loss” in case of a claim occurs and loss is admitted by the surveyor on behalf of insurer.
- 2.11. The Tender conditions shall supersede any riders stated in Insurance Policy which are in contradiction to the HMRDC Tender conditions unless specifically brought to the attention of and subsequently agreed to in writing by HMRDC.



### **3 DISPUTE RESOLUTION:**

#### **3.1 CONCILIATION:**

In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or insurance Policy or tender documents or breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation.

All disputes relating to this agreement or on any issue whether arising during or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall in the first place be referred to a sole conciliator appointed / nominated by CEO/HMRDC on receipt of such requests from either party. The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award. The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings. Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration at the discretion of either party in accordance with the procedure given in the para below. The parties agree to comply with the awards resulting from arbitration.

#### **3.2 ARBITRATION:**

If the efforts, to resolve all or any of the disputes through conciliation fail, then such disputes shall be referred by either of the party to a sole Arbitrator if the total value of the claim is upto Rs.10 million and to a panel of three Arbitrators if total value of claims is more than Rs.10 million. For this purpose, HMRDC will make out a panel of qualified person which may include HMRDC's officials. The HMRDC shall provide a panel of three arbitrators for the claim upto Rs. 10 million and a panel of five Arbitrators for claims of more than Rs.10 million. The other party shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The HMRDC shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/ demand of appointment of Arbitrator from either party.

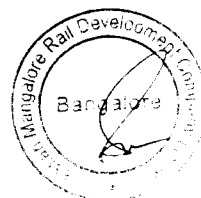
The venue of such arbitration shall be at Bangalore. The award of the sole Arbitrator/Panel of Arbitrators shall be binding on all parties. The cost of Arbitration shall be borne by the respective parties.

The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the reference is made.

The demand of arbitration shall specify the matters which are in question or subject of the dispute or differences as also the amount of claim item wise, together with counter claims or set off shall be referred to arbitration and other matter shall not be included in the reference.

#### **3.3 JURISDICTION OF COURTS:**

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



#### **4. SCOPE OF WORK:**

##### **4.1 GENERAL:**

Hassan Mangalore Rail Development Company Ltd.,(HMRDC) proposes to take insurance of Project Railway Assets / Properties for a period of one year from the policy inception date as listed below.

The Insurance cover will be for the project railway assets situated at various station to station locations of HMRDC railway tracks as indicated in the annexures enclosed.

##### **4.2 INSURANCE POLICIES REQUIRED:**

- Standard Fire and Special Perils Policy with Earthquake-Fire & Shock, STFI(Storm, Tempest, Flood & Inundation), Terrorism & Removal of Debris.
- Fire Loss of Profit Policy (FLOP) (Business Interruption Policy ) with add on covers viz. Earthquake, STFI, Fire & Shock and Terrorism.
- Machinery Break Down Policy (MBD).
- Public Liability Policy covering Accidental Death/ Damage of Third-Party Person/ Property.

The complete details of the above Insurance Policies are indicated in the Annexure I to IV attached to this tender notification.

##### **4.3 NORMAL ACTIVITIES INVOLVED IN RESTORATION WORK:**

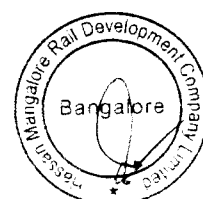
**Normal activities involved in restoration work.**

Restoration activities are classified in to 3 categories.

- i. Infrastructure for Restoration
- ii. Actual Restoration
- iii. Activities undertaken to minimise loss

##### **I. Infrastructure for Restoration includes:**

- Loading cement in bags including lead upto 50mts and stacking into/from trucks, trailers or wagons.
- Unloading cement in bags including lead upto 50mts and stacking into/from trucks, trailers or wagons.
- Loading ballast, kankar, brickbats, stone chips, shingle, stone boulders, block kankar, pitching stone, rubble stone, laterite, coal, surkhi, drain water, sand, moorum, earth, manure or sludge, ashes, lime etc.. including lead upto 50mts and stacking into/from trucks, trailers or wagons.
- Unloading ballast, kankar,brickbats, stone chips, shingle, stone boulders, block kankar, pitching stone, rubble stone, laterite, coal, surkhi, drain water, sand, moorum, earth, manure or sludge, ashes, lime etc.. including lead upto 50mts and stacking into/from trucks, trailers or wagons.

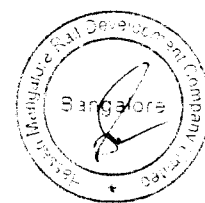


## II. Actual Restoration includes:

- a. Labour cost                      b. Material cost

### Labour cost includes:

- Removing of rockymass of huge size fallen on track / formation due to landslide and dumping the ballasted rocky muck etc. into the nearby valley, side cutting and clearing the railway formation duly resorting to control ballasting by drilling the holes by jack hammer driven by air compressor having pneumatic / hydraulic power or by rock splitter as directed by the Engineer in charge with contractor's tools, crew, labour, machineries, consumables, scaffoldings, transportation of men and material to site of work etc. complete including clearing the side drains on both sides of the cutting, deepening the side drains with proper slide, longitudinal slopes, boxing the ballast profile, clearing off the entire width and length of track including side drains on completion of work etc. as directed by Engineer in charge with all lead, lift, descents, track crossing etc. complete.
- Clearing of loose earth consisting of all types of soil/ boulders slipped on the running tracks from side slopes of cutting and making of ramp by cutting the side slopes for approaching the slip location, removing, leading and disposing the earth/ boulders by head load/dip lorry or by any other machineries and dumping into near by valley or side slopes of bank including removing the loose earth/ boulders which are likely to fall on track from side slopes of cutting with contractors' tools, crew, labour, machineries, scaffoldings, transportation of men and materials to site of work etc. , complete including clearing the side drains on both sides of the cutting, deepening the side drains with proper side/ longitudinal slopes, bossing the ballast profile, clearing off the entire width and length of track including side drains on completion of work etc. as directed by the Engineer in charge with all lead, lift, descents, track crossing etc. complete.
- Idling charges for Hitachi machine - 200 including rail wheel mounted road lorry / tipper or any other suitable vehicle including all consumables, crew, tools and plants etc. complete as directed by the Engineering charge at site. (Note : One No. rock breaker bucket / tool to be made available along with the Hitachi machine for removal / breaking the boulder fallen on the track during earth slips/ boulder fall).
- Supply of labour for attending miscellaneous woks in connection with restoration of track and post restoration of track at earth slip location as directed by the Engineer in charge at site.
- Supply of electrical generators and other equipment listed below for using at landslip location between sun set to sun rise during monsoon at all weather conditions including labour, transportation consumables, etc. Generator - 2800 kv - 1 No., Generator- 2000 kv 1 No., Focusing light halogen 500W -10 Nos, Miscellaneous fittings such as Extension box, Wire, Stand etc. One skilled operator. The generator with all accessories, consumables and operator shall be arranged for night working with short notice and the operator shall be available throughout the period of working of gen set.
- Through packing including picking up slacks and lifting, squaring of sleepers, aligning, gauging, leveling, surfacing and boxing of ballast to the standard section.
- Transportation, unloading / stacking of 60kg/52 kg PSC Track sleepers.
- Transportation of permanent way materials such as rails, PSC sleepers, switches, crossings all components from anywhere to SE/P.Way stores of site of work.



- Cutting / end cropping of 52 kg/ 90OUTS/ 90'R' rails true to vertical with hacksaw or rail cutting machines including labour and consumables.
- Drilling of 32mm/27 dia holes in 52kg/90OUTS rails with either manually or by drilling machine rails at correct locations.
- Carrying out SKV welding , such as removal of fish plates, cleaning of rail ends with brush , removal of fittings aligning , lifting , leveling of rail ends as directed by the Engineer in charge, including re-spacing, re- packing the joint sleeper with one rough packing and painting the collar of welded joints.
- Removing and re-fixing of rails and fastenings from tracks.
- Laying and linking of BG track, fastenings of PSC/ Wooden / CST - 9 /ST sleepers to the specified gauge and alignment, joining rails by fish plates with bolts and nuts as directed by Engineer in charge.
- Lifting of track upto 100mm and packing with contractor's labour materials, tools and plant , equipment and machineries with all lead and lift etc. complete as directed by the Engineer in charge.
- Cutting and removing the slit from vent ways of the bridge including upstream and downstream sides, dumping the muck etc. as directed by the Engineer in charge.
- Repair of gabion walls, bridges, tunnels etc.. concreting of stone/steel structures.

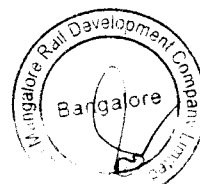
**Material cost includes:**

- Cost of Rails PSC track sleepers, Grip Extension Bolts, Check Rails in curves GR Pads, Metal Liners, ER Clips ,etc. Empty polythene cement bags in good condition. All materials required for restoration are supplied by Railways only.

**III. Activities undertaken to minimise loss.**

- Earthwork in cutting (classified) in formation, trolley refuges, side drains, level crossing approaches, platforms, catch water drains, diversion of nallah & finishing to required dimension.
  - a. In all conditions of soil except rock.
  - b. Soft rock not requiring blasting in all conditions.
  - c. In hard rock requiring blasting with explosives and blasting/drilling equipment including all incidental work in all conditions.
- Felling of trees of girth 30cm & 60cm.
- Any other work necessary to minimise loss.

The restoration work is being continuously supervised by railway officials. Supervision charges are paid to Railways based on their claim which is added on to claims preferred with insurance company.





#### **4.4 PROCEDURE FOR CLAIM INTIMATION:**

The restoration work will be carried out by railways and following are the procedure adopted by railways for claim intimation.

- a. Major landslips that are noticed which are affecting the movement of the trains in the section are being informed immediately to enable HMRDC to intimate to the insurance company for arranging survey.
- b. Minor landslips , which are not a major hindrance for the operation of the train movement noticed during the course of restoration not intimated earlier will be intimated by railways by way of consolidated statement after completion of restoration job and such statement are furnished to insurance company / surveyor to inspect the loss.
- c. Photographs are submitted for all major landslips . In respect of minor landslips photographs will be submitted wherever feasible.
- d. Railways will take between 6 to 8 months to submit the claim bills for restoration work carried out. Thereafter only HMRDC will be able to prefer claim on insurance company.
- e. Claims preferred by HMRDC on insurance company is based on claims made by railways on HMRDC.
- f. Claim Documents.

Except the following documents no other documents shall be given for making a claim

- i. Completed claim form.
- ii. Photographs in respect of major landslides that affects movement of trains.
- iii. Certificates from railways in respect of minor landslides that does not affect movement of trains.
- iv. Bill submitted by railways to HMRDC.
- v. Certificate of payment to contractors by railways.
- vi. Records showing details of work done (Measurement book).
- vii. Labour and supervision charges claimed by railways to inspect restoration work.
- viii. Copy of the agreement entered into by railways with contractors to check the unit rate charged by the contractors for work executed.
- ix. Acknowledgement from railways for having adjusted the bill amount from the dues payable by them to HMRDC.
- x. Policy copy.
- xi. Rain fall report issued by railways.

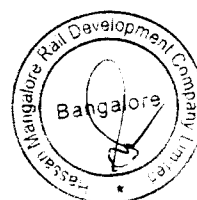
**HMRDC is not able to submit following documents that are normally insisted for settlement of Fire claims and the successful tenderer shall not insist for the same for settlement of the claim.**

- i. Meteorological Report,
- ii. Newspaper Report,
- iii. Fire Brigade Report,
- iv. Panchanama.



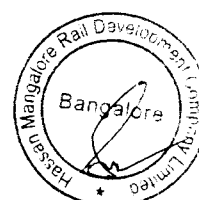
**4.5 Details of premiums paid and claims made year wise from the inception is furnished below:**

Policy Period	Type of Policy	Sum Insured	Premium without ST	Incurred/ settled claims in lakhs
		Rs.	Rs.	Rs.
04-01-2008 to 03-01-2009	Standard Fire & Spl perils with add on covers	1562732240	20.84	139.75
04-01-2008 to 03-01-2009	Fire loss of profit	700100000	8.68	324.00
04-01-2008 to 03-01-2009	Machinery Breakdown	13500000	0.37	0.00
04-01-2008 to 03-01-2009	Public Liability	2500000	0.01	0.00
04-01-2009 to 03-01-2010	Standard Fire & Spl perils with add on covers	1592870944	20.95	97.16
04-01-2009 to 03-01-2010	Fire loss of profit	1720100000	14.45	433.27
04-01-2009 to 03-01-2010	Machinery Breakdown	100000000	0.27	0.00
04-01-2009 to 03-01-2010	Public Liability	2500000	0.01	0.00
13-01-2010 to 12-01-2011	Standard Fire & Spl perils with add on covers	2056600000	26.43	0.00
13-01-2010 to 12-01-2011	Fire loss of profit	2050100000	32.86	0.00
13-01-2010 to 12-01-2011	Machinery Breakdown	100000000	2.75	0.00
13-01-2010 to 12-01-2011	Public Liability	2500000	1.00	0.00
13.01.2011 to 12.01.2012	Standard Fire & Spl perils with add on covers	2500000000	36.30	0.00
13.01.2011 to 12.01.2012	Fire loss of profit	2060100000	44.96	0.00
13.01.2011 to 12.01.2012	Machinery Breakdown	100000000	2.74	0.00
13.01.2011 to 12.01.2012	Public Liability	2500000	1.00	0.00
13.01.2012 to 12.01.2013	Standard Fire & Spl perils with add on covers	3005812868	37.12	107.00
13.01.2012 to 12.01.2013	Fire loss of profit	1300100000	11.58	0.00
13.01.2012 to 12.01.2013	Machinery Breakdown	100000000	3.52	0.00
13.01.2012 to 12.01.2013	Public Liability	2500000	0.93	0.00
13.01.2013 to 12.01.2014	Standard Fire & Spl perils with add on covers	3370000000	53.34	60.00
13.01.2013 to 12.01.2014	Fire loss of profit	1250100000	17.67	0.00
13.01.2013 to 12.01.2014	Machinery Breakdown	150000000	3.75	0.00
13.01.2013 to 12.01.2014	Public Liability	2500000	0.53	0.00
13.01.2014 to 12.01.2015	Standard Fire & Spl perils with add on covers	3630206899	50.06	42.25



13.01.2014 to 12.01.2015	Fire loss of profit	127755000	16.05	0.00
13.01.2014 to 12.01.2015	Machinery Breakdown	100000000	3.55	0.00
13.01.2014 to 12.01.2015	Public Liability	2500000	0.52	0.00
13.01.2015 to 12.01.2016	Standard Fire & Spl perils with add on covers	4507543513	58.59	55.22
13.01.2015 to 12.01.2016	Fire loss of profit	1697694970	20.61	0.00
13.01.2015 to 12.01.2016	Machinery Breakdown	100000000	2.52	0.00
13.01.2015 to 12.01.2016	Public Liability	2500000	0.52	0.00
13.01.2016 to 12.01.2017	Standard Fire and Special Perils Policy	4680142924	31.91	50.00
13.01.2016 to 12.01.2017	Fire loss of profit	1062400000	8.40	0.00
13.01.2016 to 12.01.2017	Machinery Breakdown	200000000	1.10	0.00
13.01.2016 to 12.01.2017	Public Liability	2500000	0.45	0.00
13.01.2017 to 12.01.2018	Standard Fire and Special Perils Policy	5137150770	27.01	48.98
13.01.2017 to 12.01.2018	Fire loss of profit	1184000000	5.26	0.00
13.01.2017 to 12.01.2018	Machinery Breakdown	200000000	1.06	0.00
13.01.2017 to 12.01.2018	Public Liability	2500000	0.01	0.00
13.01.2018 to 12.01.2019	Standard Fire and Special Perils Policy	5350955997	29.16	220.39
13.01.2018 to 12.01.2019	Fire loss of profit	1049300000	5.09	1002.98
13.01.2018 to 12.01.2019	Machinery Breakdown	200000000	1.00	0.00
13.01.2018 to 12.01.2019	Public Liability	2500000	0.03	0.00
22.05.2019 to 21.05.2020	Standard Fire and Special Perils Policy	5619666737	228.42	80.00
22.05.2019 to 21.05.2020	Fire loss of profit	949855691	22.94	440.32
22.05.2019 to 21.05.2020	Machinery Breakdown	200000000	2.42	0.00
22.05.2019 to 21.05.2020	Public Liability	2500000	0.03	0.00
			858.77	3101.32

estimated  
estimated





**Standard Fire and Special Perils Policy with add on covers- Annexure 1**

Property Covered	Location		Kms	Value Rs.	Risk Covered	Sum Insured Re Instatement Value Rs.	Premium inclusive of GST Rs.
	From	To					
Project Railway assets comprising of -Bridges -Tunnels - Formation including Earth work, Side drains, Retaining walls, Gabian walls, Protection walls, Wire mesh etc <b>Permanent Way</b> including Rail, Check Rails, Sleepers, G R pads, Ballast, E R Clips, Metal Liners, etc <b>Stations &amp; Buildings</b> including Electrification etc <b>Plant &amp; Machinery</b> including Signalling & Tele- Communication, Electric&Electronic Items etc Capital Work In Progress	Sakaleshpur	Donigal	9.76	520726180	Standard Fire & Special Perils	3771530088	
	Donigal	Kadagaravalli	10.64	567676901	<b>Add on Covers</b>		
	Kadagaravalli	Yedakumari	8.43	449766567	Earthquake-Fire & Shock	3771530088	
	Yedakumari	Shirivagilu	19.65	1048388262	STFI ( Storm, Tempest, Flood, & Inundation)	3771530088	
	Shirivagilu	SBHR	12.47	665313060	Terrorism	3771530088	
	SBHR	Bajakere	9.74	519659118	Removal of debris	37715301	
<b>Total</b>			<b>70.69</b>	<b>3771530088</b>			

**Terms and Conditions**

1. Inclusion of 72 Hours Clause
2. Deductible as per Station to station locations as above. Deductibles/Excess shall be minimum only as prescribed/mentioned by IRDA i.e.
  - a. Policies having sum insured upto INR 10 crores per station to station location - 5% of the claim amount subject to minimum of INR.10000/-.
  - b. Policies having sum insured above INR 10 crores per station to station location and upto INR 100 Crores per station to station location - 5% of the claim amount subject to minimum of INR 25000/-.
  - c. Policies having sum insured above INR 100 Crores per station to station location and upto INR 1500 Crores per station to station location - 5% of the claim amount subject to minimum of INR 5 lakhs.
  - d. As per tariff for Terrorism cover:- 0.5% of the sum insured subject to a minimum of Rs.1 lakh as per station to station locations as above.
  - e. AOG perils and other claims 5% of the claim subject to a minimum of Rs 25,000/-.
3. All stations are manned for 24 hrs and equipped with fire extinguishers. Therefore necessary applicable discounts be considered.
4. The total of the Premium should be written both in figures and words. Any mismatch between words and figures the amount mention is words shall be considered
5. The premium quoted should be inclusive of all Taxes and Duties and should be entered in the box indicated against each risk above.
6. Separate policies covering station to station sum insured value shall be issued by the successful Tenderer.
7. The above terms are sacrosanct and no deviations are acceptable.





## Fire Loss of Profit Policy - Annexure 2

Risk Covered	Sum Insured Rs.	Premium Rs.
<b>Indemnity period 3 months</b>		
Fire (Consequential Loss of Profit) Insurance including Add on covers	948396113	
viz., Earthquake Fire & Shock, STFI & Terrorism		
Estimated Net Profit before tax.	38744453	
Fixed operating cost	678220140	
Employee Benefit	13145000	
Finance cost	37504000	
Depreciation	134034520	
Admin & other expenses	36648000	
Site clearance charges	10000000	
Audit Fees	100000	
<b>TOTAL</b>	<b>948396113</b>	
	<b>Total</b>	

### Terms and conditions.

1. Deductible: Each and every loss 7 days of standard gross profit
2. The total of the premium should be written both in figures and in words. Any mismatch between words and figures the amount mention in words will be considered.
3. The premium quoted should be inclusive of all taxes and duties and should be quoted in the box indicated in the risk above
4. The above terms are sacrosanct and no deviations are acceptable.







### Machinery Break Down Policy- Annexure 3

Property Covered	Risk Covered	Sum Insured Re Instatement Value Rs.	Premium Rs.
Plant and Machinery Including Signaling, Telecommunications, Electronic & Mechanic Equipments installed between stations by the departments viz., Engineering, Operating, Signal & Telecommunication, Mechanical & Electrical from Hassan to Mangalore Junction	Machinery Break Down	30,00,00,000	
<b>Total</b>			

#### Terms and conditions

- Deductible:
  - 1% of sum insured subject to minimum Rs.2500/-. In respect of machinery and equipment
  - In respect of cables connecting signalling and telecommunication equipments deductible is to be considered based on the actual value of the replacement. No salvage value is available since the damaged cable is not removed.
- All stations are manned for 24 hrs and equipped with fire extinguishers. Therefore necessary applicable discounts be considered.
- The total of the premium should be written both in figures and words. Any mismatch between words and figures the amount mentioned in words shall be considered.
- The list of machinery/equipments/cables with the value will be furnished before taking the policy.
- Self survey limit -Rs.30,000/-
- The Premium quoted should be inclusive of all Taxes and duties and should be written in the box indicated against the risk above.
- The above terms are sacrosanct and no deviations are exceptable.





**Public Liability Policy - Annexure 4**

Risk Covered	Sum Insured Rs.	Premium Rs.
Public Liability		
Accidental damage to the Third Party Property / Persons while at Work on the tracks.	25,00,000	
AOA Rs.5,00,000/-		
AOY Rs.25,00,000/-		
<b>TOTAL</b>		

**Terms and Conditions**

Deductible:

1. Rs. 2000/- for each and every claim
2. The total of the premium should be written in both figures and words. Any mismatch with the figures and words the amount mentioned in words shall be considered.
3. The premium quoted should be inclusive of all Taxes and duties and should be quoted in the box against the risk indicated above.
4. The above terms and conditions are sacrosanct and no deviations are acceptable.





Summary of the Premium quoted for different policies - Annexure 5

Sl.No	Name of the policy	Total Premium quoted (INR) including GST
1	Standard Fire and Special Perils Policy with add on covers	
2	Fire loss of Profit Policy	
3	Machinery Breakdown Policy	
4	Public Liability Policy	
	<b>Total</b>	
<b>Amount in Words:</b>		





(On Company's Letter Head and to be submitted in Sealed Cover)

Hassan Mangalore Rail Development Company Limited (HMRDC)  
 MSIL House, 7<sup>th</sup> Floor,  
 Cunningham Road, No.36,  
 Bangalore - 560052  
 Ph.No.080 – 22370581  
 Fax No. 080 – 22370582  
 Email ID: [ceohmrdc@gmail.com](mailto:ceohmrdc@gmail.com)

**UNDERTAKING/COVERING LETTER**

Dear Sir,

1. We hereby agree to provide the Insurance Policies as outlined in your tender document with sixty (60) days validity of the quote from the last date of submission of the Tender
2. We have understood and have thoroughly examined the detailed Scope of Insurance Coverage along with Add on Covers, Clauses and Excess with other General or Special Conditions laid down by you and are fully aware of nature and scope of coverage required. We confirm of no deviations in the insurance coverages sought by HMRDC & insurance coverages offered by us.
3. We hereby confirm our unconditional, complete acceptance and compliance to the provisions contained in the tender document. We declare that the Insurance Coverage and Services will be rendered strictly in accordance with the requirement and the Policies to be issued will not at variance from the Conditions mentioned in this Tender.
4. We further confirm premium rates charged in all policies at the inception of Policy will remain unchanged during the Policy period. The same rate will be charged in respect of any additions / deletions / alteration in the sum insured if made during the Policy period whether for reasons of any addition / deletions / alteration or change in valuation. We further confirm that policies will not be cancelled during the currency of the policy.
5. We further confirm that in case if any violation/breach in respect of premium rates charged by us and result into any Financial Liability or consequences, HMRDC, in any manner, will not be held responsible and we will not demand any additional payment from HMRDC on this account.
6. Our quotes are enclosed as per format prescribed and provided under Annexure I to V which are duly filled, signed, stamped and enclosed herewith.
7. A copy of entire tender document duly stamped and signed on each page is also enclosed.
8. We hereby confirm that, we have read, understood and accepted all terms & conditions as per Tender Notification and we will abide by the same upon our selection.

Date:  
Place:

Stamp and Signature of the Tenderer

Enclosure: - As above

