

MOIL LIMITED
MOIL BHAWAN, 1-A, KATOL ROAD,
NAGPUR – 440013

TENDER NOTICE

Sub: Request for proposal for Appointment of General Insurance Intermediary/Broker for MOIL Limited.

MOIL LIMITED invites “Request for Proposal” from General Insurance Intermediary / Brokers for appointment of General Insurance Intermediary/Broker for MOIL Limited for advising taking proper insurance cover including management of claim settlement.

1.	Tender No.	MOIL/HO/MECH/INS/2022-23/1
2.	Last Date & Time of receipt of Tender	28.04.2022 at 15.00 Hrs.
3.	Date & Time of opening of Tender	28.04.2022 at 15.30 Hrs.
4.	Validity of offer	180 Days

2. Submission of Bid.:

2.1 The interested Party/Bidder/Company is requested to download the RFP document from MOIL website www.moil.nic.in.

2.2 The interested Party/Bidder/Company are also requested to submit the hard copy of sealed bid within the due date as mentioned in this notice. Part-I of tender with prequalifying criteria and Part-II Evaluation Criteria Sheet to be submitted in two separately sealed cover.

2.3 Both the aforesaid separately sealed envelopes, Part-I (Prequalifying criteria including declaration certificates) Part-II (Evaluation Criteria) should be put in a larger envelope super scribed “ Offer for Appointment of General Insurance Intermediary/Broker for MOIL Limited” and address to

Jt.G.M. (Mechanical),

MOIL Limited, MOIL Bhavan, A-1, Katol Road, Nagpur – 440013.

2.4 The offer addressed to Jt.G.M. (MECH.) will be submitted by hand/post/courier in the manner mentioned above in MOIL Limited, MOIL Bhavan, A-1, Katol Road, Nagpur– 440013 on or before 28.04.2022 up to 15:00 Hrs. Bids sent through Telex, Telegram, CD or E mail shall not be accepted. MOIL takes no responsibility for delay, loss or non-receipt of bids sent by post or courier. The Part-I of the bids shall be opened on same day (**28.04.2022**) at 15:30 hrs in presence of available representative of bidders.

3. All the pages of tender documents are required to be signed by the bidder as token of its acceptance to all the terms & conditions of proposed contract.

4. You are requested to contact at the following address for any clarification on the subject tender:

Jt.G.M. (MECHANICAL), MOIL Limited, MOIL Bhavan, A-1, Katol Road, Nagpur – 440013,

Mobile: 77.9045650, Email: ats@moil.nic.in

For MOIL Limited

Jt. GM (MECHANICAL)

PI-1



REQUEST FOR PROPOSAL

**FOR APPOINTMENT OF GENERAL INSURANCE
INTERMEDIARY/BROKER FOR MOIL LIMITED.**

.

BID REFERENCE: MOIL/HO/MECH/INS/2022-23/1, Dt. 07.04.2022

PART- I

MOIL LIMITED

Request for proposal for Appointment of General Insurance Intermediary/Broker for MOIL Limited.

1. MOIL LIMITED – AN INTRODUCTION:

MOIL Limited (Formerly known as Manganese Ore (India) Limited) was incorporated in 1962 as a Public Sector Company under Ministry of Steel, Govt. of India. MOIL is a Schedule 'A', Mini Ratna Category-I, CPSE, operates 11 Nos. Mines; 7 Nos. located in Nagpur & Bhandara Distt. of Maharashtra and rest 4 Nos. Mines are located in Balaghat Distt. of MP. MOIL produces the best quality of manganese ore in Asia and fulfils about 45% of Country's requirements of Manganese Ore. More details on MOIL Limited can be viewed on company's website www.moil.nic.in.

2. Scope of Work of the Insurance Intermediary: Manage the insurance portfolio of the Company and assist in various insurance related matters. The Insurance portfolio covers Group Medical Insurance Policy for retired employees of MOIL, Group Personal Accident (GPA) Insurance Policy for employees of MOIL, liability insurance and Property insurance (insurance of Plant & Machinery & other installations etc.) and Insurance requirements of various Mines and Head Office Nagpur or any other mines of MOIL comes into operation in future. Scope of work shall include, but not limited to, the following:

2.1. Review of existing Insurance Policy (ies).

- a) To take care of Insurance requirement and determination of sum insured under Re-instatement valuation.
- b) Critical examination of the existing policies which are due for renewal in terms of Risk Coverage, Providing basis of valuation, Clauses, Warranties, Conditions, Excess etc.
- c) Suggesting improvement thereon and executing the same during renewal of Insurance Policies.
- d) Risk inspection and evaluation study of all units of MOIL by their risk engineer and submit report to MOIL.

2.2. New Insurance Policy (ies).

- a) Assisting MOIL in taking any new Insurance Policies, as and when required and in discussion with MOIL.
- b) Preparing risk notes and framing tender documents and finalizing the terms & conditions thereof including but not limited to Coverage, including add-on coverage, Excess (Monetary/Time), Period of indemnity, Policy wordings, Policy clauses and warranties. This should be in line with laid down procedures of the Company including applicable Govt. Guidelines.
- i. Assist MOIL in preparation of Bid Documents (Drafting of the Techno-commercial Bid & Price Bid) for floating tender by MOIL and/ or inviting bids on behalf of MOIL from reputed general insurance companies licensed to operate in India, as may be decided & advised by MOIL.
- ii. Preparing comparative statement / evaluation of bids-both Techno-commercial and Price Bids to facilitate for taking decision for placement of Insurance Policy (ies) by MOIL.

- c) Negotiation and finalizing the terms & conditions of insurance optimizing cost, cover, security and quality of service in accordance with laid down procedures of MOIL.
- d) Assist MOIL in placement of insurance policies with minimum premium and with required maximum coverage.
- e) Check/verify/scrutinize the final policy(s) documents and in case of any defect, deficiency/ errors etc. Arrange correction of the defect, deficiency/ errors by the insurance company to protect the interest of MOIL with regard to claims and settlement.

2.3. Claim Management.

- a) Documentation of claims. The insurance intermediary/ broker has to assist MOIL on Claim documentation for lodging and timely settlement of claims.
- b) Resolution/ Realization of claims.
 - i. Coordinating and assisting in realization of past claims, if any and Survey as per provisions/ condition of the insurance policy.
 - ii. Coordinating with insurers for immediate intimation of claim and surveyor appointment.
 - iii. Coordinating with Insurance companies, surveyors etc. For prompt settlement of claims.
 - iv. Assist in resolving various queries of insurers, surveyors during claim processing.
 - v. Guidance in relation to interpretation of policy wordings / Conditions, Clauses, Warranties, Deductibles etc. During claim processing.
- c) To arrange for submission of periodical report on claim settlement position and pending issues.
- d) Assisting in speedy realization of premium refund claims/ materialization of claim.

2.4. Miscellaneous Services.

- a) Provide Technical assistance for any Project Insurance Policies and/or new type of insurance cover as may be required by MOIL.
- b) Keeping MOIL informed of the latest IRDA/TAC/GI Councils or any other applicable regulations and guidelines.
- c) Any other matter related to insurance and Risk Management, irrespective of the location of insurable assets including insurance matter related to MOIL's insurance policies.
- d) Any other Consultation / Advisory services related to the insurance portfolio of MOIL.
- e) Advising MOIL, from time to time: on developments in the Insurance Industry having impact on the Company.
- f) Visit to MOIL Mines / Plants for discussion, claim settlement, advising on new policies & practices etc.

3. Pre-Qualifying Criteria:

- 3.1 Companies should have been in existence in India for a period of at least 7 years, in the area of Insurance Broking, i.e. must be registered/ issued license by Insurance Regulatory and Development Authority (IRDA) for the said purpose prior to 1st April 2015. Current license must be valid at least till the duration of the engagement, which should be supported by documentary evidence ie till 31.3.24 as on date of application.
- 3.2 Company should have its Head Quarter/ Other Branches in at least three Metro Cities in India and a minimum premium handling of Rs. 50 Cr for the FY 2020-21.
- 3.3 The intended Broking Company should have worked as exclusive insurance intermediary of at least 5 PSU Companies in last 4years ending 31/03/2021.
- 3.4 The intended broking Company must have arranged settlement of at least one single property claim of minimum Rs.1 cr of a Company as its exclusive insurance intermediary during last 7 years as on 31.3.2021.
- 3.5 The intended broking Company should have experience of handling Group Insurance Medclaim Coverage (GMC) policy with minimum lives of 1000 and above during last 7 Years.
- 3.6 Have worked as exclusive Insurance broker for at least 3 CPSE/PSU in India with latest published turn over of Rs.750 cr, during last 7 years ending on 31.3.2021 where the bidder has efficiently served various insurance portfolios. The mandate letters/Policy copies of the client shall be enclosed.
- 3.7 Have positive Net worth consecutively for immediately preceding 3 completed financial years i.e 2018-19, 2019-20. 2020-21
- 3.8 Have not been indicted or levied any penalty / fine by IRDA or indicted by any Govt Agency/ Govt Authority any time during existence of the Company after licensing by IRDA.

Note: Documentary evidence/ self-certification of the above mentioned Pre-Qualification Criteria to be submitted with the bid documents failing which the offer shall be liable for rejection.

4. **Period of Contract:** The period for the work order is initially for 02 (two) Year from the date of issue of Work order & can be extended for another one year or more period subject to satisfactory performance and at the discretion of the Management on same terms and conditions. However, during the engagement period if the performance is not found satisfactory, MOIL can cancel the contract anytime at its discretion without any cost to MOIL.
5. **Fees:** MOIL shall not pay any fee/ expenses/ remuneration to the Insurance Intermediary for any activity carried out by them in connection with Insurance before, during or after the period of engagement. Selected Intermediary is entitled to earn fee from Insurance Cos. strictly as per Schedule of fee etc. of Insurance Broking Regulation under IRDA Act.
6. **Method of selection & evaluation:**
 - 6.1 Insurance intermediary/Brokers who have qualified in PQ criteria of Part-I will only be considered for further evaluation and ranking as per Evaluation Criteria Part-II. Selection shall be made on the highest total points/marks scored out of total 100 marks/points in Evaluation Criteria Part-II as per submitted by the Intermediaries.
 - 6.2 In case of tie between the parties obtaining highest marks amongst all bidders, the party with more experience (as per serial No. 1 in 'Part-II' Evaluation Criteria) shall be considered as the highest bidder. In case of further tie in years of experience matter, No.2 of the 'Part-II', Evaluation Criteria i.e.. 'Premium handled in FY 2020-21 shall be considered as the highest bidder
 - 6.3 In case of any deviation offer/bid will be rejected.

7. **Validity:** The bid or proposal shall be valid for a period of one hundred and eighty (180) days from the due date of bid opening.
8. Tender items are not splittable.
9. The Bidders are advised to make submission based on the terms and conditions contained in the tender document and not to stipulate any condition of their own. Any bidder doing so shall be at his own volition may tender liable for rejection.
10. MOIL reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the ground for the MOIL's action.
11. Incomplete offers are likely to be rejected. MOIL reserves the right to accept or reject the offers without assigning any reason.
12. The Insurance Intermediary should be a well-established Company /Firm with permanent office premises in India manned with adequate staff with telephone/mobile facilities which are always attended.
13. **CONFIDENTIALITY:** The bidder shall use all the documents, drawings, other data and information of a proprietary nature received from the MOIL, solely for the purpose of performing and carrying out the obligations of his part, under this Agreement and shall not disclose the same to any other person except to the extent required, in the performance of the work for the assignment and shall maintain utmost confidentiality. The bidder shall ensure the same with their employees also, who are involved in the assignment project so that, the documents drawings and other data and information received from the Client shall not be used for any other purposes.
The consultant will not disclose any information received by them in connection with the subject Assignment to any other party without prior approval of MOIL.
14. **TERMINATION OF CONTRACT :**
MOIL Ltd. reserves the right to terminate the contract, if:
 - i. The Bidder defaults in proceeding with the works due to lack of diligence and/or in complying with any of the terms & conditions, stipulated in the contract.
 - ii. The Bidder fails to complete the works, as per the scheduled contract, before stipulated date of completion.
 - iii. The Bidder assigns / transfers/sub-lets the entire work or a Portion thereof without the approval of the Accepting authority.
 - iv. The Bidder offers to give or agrees to give, in person of the Company's service or gift or any other consideration, as inducement or reward for seeking benefits in the contract.
 - v. Termination of Contract, on death : If the Bidder is a Company or Firm or a Partnership concern and if one of the Director(s)/Partner dies, then unless the Accepting Authority is satisfied that the legal representative(s) of the surviving Director(s)/Partner(s) are capable of completing the contract, the Accepting Authority shall be entitled to cancel the contract, as to its uncompleted part, without the Company in any way being liable to payment of any compensation to the deceased Director(s) and / or to the surviving Partners of the Bidder Company.

In the event of such cancellation, MOIL shall not hold the estate of the deceased Director(s) and/or the surviving Partners of the Bidder Company /Firm liable in damages for not completing the Contract.

15. DISPUTE AND ARBITRATION:

a) All disputes and differences arising out of or in any way touching or concerning this Agreement / contract / tender whatsoever (except as to any matter, the decision of which is expressly provided for in the agreement / contract / tender) shall be referred to Sole Arbitrator appointed by mutual consent of both the parties, failing which the aggrieved party can resort to the provisions of Sec. 11 of Arbitration & Conciliation Act, 1996, for appointment of arbitrator by the Hon'ble High Court at Bombay, Nagpur Bench, Nagpur. The arbitrator shall enter the reference and conduct his proceedings according to the provisions of the Arbitration and Conciliation Act 1996 as amended till date. The Award of such an Arbitrator shall be final and binding on both the parties to this Agreement / contract / tender. It is a term of this agreement / contract / tender that in the event of such an Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the parties at the time of such transfer, vacation of office or inability of the Arbitrator to act, shall appoint another person to act as an Arbitrator. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this Agreement / contract / tender that no person other than a person so appointed, as aforesaid, shall act as an Arbitrator and if for any reason that is not possible, the matter is not to be referred to the arbitration at all.

Provided further that in case of contracts / agreements relating to Sale of Manganese Ore / All grade of Ferro Manganese / Slag & Di-oxide Ore / Oxide Ore / Electrolytic Manganese Dioxide by MOIL Limited any demand for arbitration in respect of any claims of the buyers / contractor / party aggrieved shall be in writing and made within three months of the date of termination or completion / expiry of the agreement / contract / tender and where such demand is not made within the above said period, the claims of the buyers / contractors / party aggrieved shall be deemed to have been waived and absolutely barred and MOIL shall be discharged and released of all liabilities under the Agreement / contract / tender in respect of those claims.

Provided further that the Arbitrator may, from time to time, with the consent of the parties enlarge the time for making and publishing the Award.

The costs of and in connection with the arbitration shall be in the discretion of the Arbitrator, who may make a suitable provision for the same in his Award.

b) All disputes relating to this agreement/contract/tender, shall be limited to the jurisdiction of the Court at Nagpur Bench of Bombay High Court."

16. Annexure-A & B will be submitted with Part-I with seal and signature of the bidder as token of its acceptance.

Name and signed by Authorised Signatory of the bidder with Stamp.

MOIL LIMITED

ANNEXURE-A

Terms and Conditions for engaging Insurance Intermediary.

1. MOIL LIMITED does not bind itself to accept the any bid and reserves the right to accept/reject or split any or all tenders, without assigning any reasons, whatsoever.
2. Late or delayed tenders i.e. tenders received after stipulated date/time shall not be entertained irrespective of reasons thereof.
3. MOIL Limited reserves the right of accepting the tender either in whole or part, and the bidder shall be bound to execute the same at his quoted terms & condition.
4. The Bidder must follow the rules and regulations as may be framed by the authority from time to time as per the law of land.
5. The Bidder should be a well-established agency/firm with permanent office premises in India duly manned with adequate staff with telephone/mobile facilities which are always attended.
6. The Bidder shall abide by all rules and regulations of respective Government/ Authorities for operating Insurance Intermediary services and shall be fully responsible for compliance of all guidelines issued by Government(s)/authorities from time to time.
7. The Bidder shall not employ any person who has not completed twenty one years of age. The Bidder shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Fund, ESI, Bonus, Gratuity, Contract Labour Act, Labour Welfare Act, Employees (Workmen) Compensation Act and other Labour Laws/Acts/Rules or other laws, rules, regulations etc. in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable, there will not be any liability on the Company. The Bidder shall be solely responsible.
8. The Bidder shall in no case lease/transfer/sublet the contract.
9. The Bidder shall be directly responsible for any/ all disputes arising between him and their personnel and keep MOIL LIMITED, Nagpur indemnified against all such losses, damages and claims arising thereof.
10. Bidder shall be solely responsible for payment of wages/ salaries and allowances etc. to their employees as per prevailing laws applicable in the State. MOIL LIMITED shall have no liability whatsoever in this regard.
11. Penalties imposed by Government authorities / Statutory Body due to any fault of Insurance Intermediary or for the violation of any norms or regulations shall be the sole responsibility of the Bidder and shall be borne by the Bidder.
12. MOIL LIMITED reserves the right to terminate the contract by giving a notice of 60 (Sixty) days to the other side.

13. Bidder shall obey the order/instructions of executive in-charge of Insurance duly authorized by MOIL LIMITED.
14. The Bidder shall be responsible for compliance of statutory obligation as required by the law of the land.
15. MOIL Limited gives no guarantee about definite volume of work to be entrusted to the Agency at any given time during the tenure of the Contract.
16. Be it clearly understood that there will not be any master servant relation between MOIL LIMITED and the Manpower engaged by the Bidder. The Bidder will be solely responsible for payment of statutory dues and other liabilities as per the law of the land.

Signature of Authorised Signatory of the bidder with Stamp

ANNEXURE – B

No.

Dated:**CHECK LIST**

Sl.No	Description	Bidder Information
1	General a) Name of the Company and its registered address b) Status (i.e. Public/Pvt. Ltd. Co./Partnership/etc)	
2	Name of Contact Person(s)	
3	Telephone No(s) Mobile No E-mail Address for communications if any.	
4	Whether documentary evidences as required under pre-qualification criteria are submitted or not	Yes/No
5	Any other remarks	

SIGNATURE OF BIDDER
WITH NAME, DESIGNATION, OFFICIAL SEAL & DATE

PART- II
Evaluation criteria
BUSINESS PROFILE (100 Marks) (Bidder to fill up relevant column)

Name of the Bidder: -----

Sr. No.	Parameter	Marks	Bidder to tick Appropriate option	Max. marks
1	Years of Experience of the broking firm (Minimum 7 years) (Bidder to Attach all licenses since inception from IRDA)			3
a	7 yrs. to less than 9 yrs	1		
b	9 yrs. to less than 12 yrs	2		
c	12 yrs. and above	3		
2.	Total Premium handled in Direct Broking in the last 3 yrs. (Bidder to Attach a certificate from Chartered Accountant)			3
a	Rs 150 Cr to less than 175 Cr	1		
b	Rs 175 Cr and above	3		
3.	Offices in. (Bidder to Attach proof of office as on the date of publishing the RFP)			2
a	Mumbai	1		
b	Nagpur	1		
4	Acting as exclusive insurance intermediary of any MULTI LOCATION Mining PSU/Central Govt. Undertaking with minimum Latest published turn over of at least Rs.1000 cr as on date for consecutive 3 years out of last 7 yrs. (Bidder to Attach all mandate copies)			10
a	1 PSU/CPSU	5		
b	2 PSU/CPSU	7		
c	3 or more PSU/CPSU	10		
5.	No. of PSU/Central Govt Undertaking with latest published turnover of at least Rs.1000 cr. where you are the mandated exclusive insurance intermediary other than those mentioned in para 4 above for last 3 consecutive years as on date. (Please give details with mandate copies)	5 per each such organisation		20

PII-1

Sr. No.	Parameter	Marks	Bidder to tick Appropriate option	Max. marks
6	Type of insurance products you are managing as insurance intermediary for Corporate with minimum Rs.1000 cr. Latest published Turnover (Self certification by CEO/MD/Principal Officer)			10
	Marine	2		
	Property	2		
	Employee benefit (Health,PA)	2		
	Project	2		
	Liability	2		
7	Do you have Qualified Risk Engineer as your permanent employee with at least 10 years of Risk Inspection experience. (Please mention his name, qualification, no of years he/she is in your continuous employment and no of years he/she was with Insurance co./TAC. Please give separate statement of experience of Risk Inspection Self certification by CEO/MD/Principal Officer)			10
	No	0		
	If yes, whether he/she was employed earlier with Insurance company or TAC for at least 10 years			
	Yes	10		
	5 yrs to Less than 10 years	5		
8	How many permanent insurance professionals are with you with minimum working experience of at least 15 years with PSU/Pvt insurance companies apart from other employees. (Please submit separate statement with details and phone number - Self certification by CEO/MD/Principal Officer)			10
	10 and more	10		
	8 to less than 10	8		
	6 to Less than 8	5		
	Less than 6 nos	0		
9	Are you an Exclusive Insurance Intermediary of any Nava Ratna or Mini Ratna PSU for at least 3 continuous years as on date other than Companies mentioned in para 4 above. Please give mandate copies			5
	One Company	2		
	Two Company	3		
	Three or more Company	5		

PII-2

Sr. No.	Parameter	Marks	Bidder to tick Appropriate option	Max. marks
10	Claim settlement: One single Property damage claim settled through you as exclusive direct Insurance broker during last 7 years. (Details of such settlement – with documentary proof and mandate of the client)			7
	Rs.50 cr and above	7		
	Rs.10 cr to less Less than 50 cr .	5		
	Rs.1 cr to Rs.10 cr.	2		
11	How many Gr.Health Insurance Policies has been designed and serviced by you as exclusive Insurance broker of any PSU/CPSU company for Lives strength (active or Retired) of minimum 1000 for at least last two years as on date. (Please give certified statement by CEO/MD/Principal Officer giving the Insured's name, number` of lives covered and years of placement)			5
	One such Company	3		
	Two or more such company	5		
12	Please state number of Risk inspection & Risk evaluation study of Multilocation Indian Mining Companies with latest published turnover of Rs. 1000 Cr. by your Own Risk Engineers in last 7 years. As exclusive Insurance Intermediary/Broker (Please furnish Statement giving name of companies - year of Inspection and duly certified by CEO/MD/Principal officer of bidder with necessary documentary proof) Note- Frequency of yearly inspection is Companywise.			15
	Nil	0		
	1 to 2	5		
	3 to 4	10		
	5 or more	15		
Total 100 Marks / Points				

Please submit the followings along with the Annexure:	
1.	Copy of the present IRDA License.
2.	Copies of mandates of PSU/Govt. Companies of which you are the sole insurance intermediary.
3.	Separate statements giving details and documents where ever necessary as proof of compliance for your claim under Sl. nos. 1 to 12 should be submitted. Please also give contact no of Senior Executive of Companies mentioned above for cross checking by us if felt necessary)
Please note that in absence of any supporting documents, the bid is liable to be rejected. MOIL may ask for additional supporting documents wherever it feels necessary	

Seal & Signature of the Bidder