

West Bengal Mineral Development & Trading Corporation Ltd.

(A Government of West Bengal Undertaking)

WBIIDC Building, 3rd Floor, DJ-10, DJ Block, Sector-II, Bidhannagar, Kolkata - 700091

CIN: U14219WB1973SGC028707

Tender Document For

Appointment of Experienced and Established Insurance Broker as Insurance Intermediary to assist in various matter related to WBMDTCL's Group Mediclaim Policy

September 2023

Notice Inviting Expression of Interest (EOI) <u>Data Sheet</u>

West Bengal Mineral Development & Trading Corporation Ltd (WBMDTCL), invites offers through **e-tendering portal** for Appointment of Experienced and Established Insurance Broker as Insurance Intermediary to assist in various matter related to WBMDTCL's Group Mediclaim Policy.

Tender Document No.	MDTC/ADMN/87/4
Work Description	Appointment of Insurance Intermediary to assist in various
·	matter related to WBMDTCL's Group Mediclaim Policy.
Period of contract	W.e.f the date of issue of Letter of Award (LOA) till the
	settlement of all the claims of the policy valid for the period
	19.11.2023 to 18.11.2024.
Bid Document	Bid Document is available in the website
	https://mdtcl.wb.gov.in & wbtenders.gov.in w.e.f
	05.09.2023
Non Refundable Application Fee	Rs. 1,000/- + 18% GST i.e. Rs 1,180/- (Rupees One Thousand
	One Hundred Eighty Only) in online mode
Earnest Money Deposit (EMD)	Rs. 25,000/- (Rupees Twenty Five Thousand Only) in online
	mode
Mode of Payment	Through the portal of wbtenders.gov.in
Online Platform (e-Tender Portal)	wbtenders.gov.in
for download of NIT document	
and submission of Bids: Technical	
Date of Publication Of Tender	05.09.2023
Notice	
Last Date & Time of submission of	18.09.2023 till 5:00 PM
Bid	
Date & Time of Opening of	19.09.2023 at 1:00 P.M
Technical Bid of the Tender	
Date of Pre-Bid meeting	11.09.2023
Office Address	WBIIDC Building, 3 rd Floor, DJ-10, DJ Block, Sector-II,
	Bidhannagar, Kolkata - 700091
Contact Persons	GM (Admn.), WBMDTCL
	033-2359-0073
Contact e-mail	tenderwbmdtcl@gmail.com

A.BIDDER'S ELIGIBILITY CRITERIA:

The Bidders should meet the following minimum qualifying criteria:

SI.	Parameters	Documents/Other requirements
No. 1	The applicant should be registered under the	Self-certified copies of Certificate of
•	Indian Companies Act, 1952 and as amended from time to time.	Incorporation, PAN, GST to be submitted.
2	The applicant must be IRDA enlisted as Direct or Composite Broker with valid Licence, valid on date of bidding and should have experience of operating at least 5 years as IRDA licensed insurance intermediary/ broker from date of application.	Self-certified copies of initial and latest IRDA licenses to be furnished.
3	The applicant should have an Office in Kolkata for at least 2 (Two) years from the date of application.	Self-certified declaration in this regard to be submitted.
4	The applicant should have adequate number of experienced executives (minimum 5 employees of full-time engagement with IRDA Broking Qualification) at their Kolkata Office.	Self-certified list of employees showing name, educational qualification, designation along with their copy of valid IRDA Broking Certificates to be submitted.
5	The applicant should have clientele base of minimum 20 companies of whom at least 5 (five) from Central Govt or West Bengal Govt including its Undertaking/Statutory Body/Corporation, etc.	Self-certified statement of the bidder duly stamped and signed by their Authorised Signatory giving name of the clients, address, contact number and whether Public Sector(Central/WB Govt.).
6	The agency must not have been blacklisted by any Govt/PSU/Statutory Bodies/IRDA at any point of time and should not have any live complaint lodged by any Govt or Registered Company.	An affidavit should be given in this regard as per Annexure - II.
7	The applicant Must have a minimum Average turnover of Rs. 1 Cr (Rupees One Crore only) (only from insurance brokering activities) for the last three consecutive financial years ended with 31 st March, 2023.	A Certificate from the Statutory Auditor of the company certifying the Average Turnover (only from Insurance Brokering activities) for the last 03 (Three) consecutive years ending 31.03.2023 duly signed and stamped with UDIN of the certifying Chartered Accountant.

- 8. Declaration of the Tenderer, as per in Annexure I
- 9. Duly filled up **Annexure IV**.
- 10. Undertaking regarding Genuineness of Document as per **Annexure V**.

Instruction of Tenderers for Bids

B.GENERAL INSTRUCTIONS

- i) The Tenders shall submit self-certified and stamped all supporting documents only.
- ii) Bidders bids should consist of following components and shall be submitted electronically in online platform (e-Tender portal) described at Data Sheet i.e. wbtenders.gov.in.
- iii) Technical Bid including Application Fee, earnest money as per data sheet.
- iv) The following documents must be submitted offline:
 - a) Annexure –II
 - b) Annexure-V
- v) Scanned copy of all documents as listed in Bidders eligibility criteria as para A.
- vi) Scanned copy of documents as para C. Technical/ Bid Assessment Criteria.

Pre Bid Meeting:

Interested bidders are requested to attend the pre bid meeting through virtual link given below:

West Bengal Mineral Development and Trading Corporation Limited (WBMDTCL) is inviting you to a scheduled Zoom meeting, on 11.09.2023.

Topic: NIT for Appointment of Experienced and Established Insurance Broker as Insurance Intermediary to assist in various matter related to WBMDTCL's Group Mediclaim Policy for the year 2023-2024.

Time: 11.09.2023 at 12.30 P.M

Join Zoom Meeting:

https://us06web.zoom.us/j/86952447705?pwd=eDMrZHl2SzZiTFh6eUIYbzR6MFVGZz09

Meeting ID: 869 5244 7705

Passcode: 986629

C. TECHNICAL/BID ASSESSMENT CRITERIA:

SI.	Parameter	Documents	Score
No.			
1	Average Premium (only from insurance broking activities) consecutively for last 03 completed financial years ended with 31 st March, 2023	A self-certified statement duly signed and stamped by the Authorised Signatory certifying the Average Premium(only from Insurance Broking activities), consecutively for last 03 (three) completed financial year ended with 31.03.2023	Less than Rs. 10 Cr - 0 point Rs. 10 Cr to Rs. 20 Cr - 6 points More than Rs. 20 Cr to Rs. 30 Cr - 10 points More than Rs. 30 Cr to Rs. 40 Cr- 16 points Rs. 40 Cr and above - 20 points
2	The bidder must have on-roll regular employees (other than Contractual/Advisers) in Kolkata Office, having certificate of passing broker's exam as per IRDA Regulation (related to insurance business) in India as on bid submission date:	Self-certified statement showing list of employees, name, designation and details of valid IRDA broking license duly stamped and signed by the Authorised Representative.	1 to 5 certified Employees: 10 points Above 5 up to 10 Employees: 14 points Above 10 Employees: 20 points
3	The bidder must have handled the insurance portfolio of at least 5 Central/State Government Department/ Public Sector Undertaking during the last 5 years up to FY 2023.	Self-certified statement certifying the number of clients belonging to Central/WB Govt./PSU, giving the details of the clients like name, address and contact number .	Up to 5 Clients: 10 points More than 5 Clients: 20 points
4	Experience of the Bidder in placement of Group Health Policy with high value premium in one single policy during F.Y. 2022-23	Self-certified statement duly signed and stamped by the Authorised Representative having value of premium for Group Health Policy in one single policy during FY 2022-2023.	Less than Rs. 5 Cr – 0 point Rs, 5 Cr to Rs. 10 Cr – 10 points More than Rs. 10 Cr to Rs. 15 Cr – 15 points Rs. 15 Cr and above – 20points
5	No Penalties levied by IRDA on the bidder since granting of its License up to the same of submission of the BID.	A self-certified statement by the Authorised Representative of the Bidder duly signed and stamped stating the number of penalties levied by the IRDA on the bidder since granting of the license till 31.03.2023	1. NIL Penalty: 20 Points 2. One/More Penalty: 0 Point
Total	Maximum		100 points

Note:

- 1. Bidder who qualifies for the Eligible Criteria will be considered for Technical/Bid Assessment Criterial of this tender.
- 2. The bidder securing the highest score in the scoring/assessment criteria will be declared as the successful bidder.

- 3. In case of Tie in the marks, the bidder having the higher amount of Average Premium as in Sl. No. 01 above will be selected as the successful bidder.
- 4. No Joint Venture (JV) will be allowed.
- 5. Job executed by a bidder for its parent company/group company cannot be considered as experience for the purpose of meeting the requirement of the above assessment criteria.

D. SCOPE OF WORK OF THE BROKER:

a. The scope of the work during Selection of Insurer for WBMDTCL:

- 1. Detailed evaluation of the existing mediclaim policy of **WBMDTCL** Ltd which are due for renewal for risk coverage, clauses, terms & conditions etc.;
- 2. Will provide end-to-end support to **WBMDTCL** for selection of Insurer/Insurance company through e-TENDER Process (Govt. of West Bengal Tender portal www.wbtenders.gov.in).
- 3. Will assist **WBMDTCL** in framing **Insurance Tendering** (NIT) Documents and finalizing various terms thereof including but not limited to a) Coverage including Add-On Covers, b) Excess (Monetary/Time), c) Period of Indemnity, d) Policy Wordings, e) Policy Clauses & Warranties for selection of Insurer for **WBMDTCL** to get the best quote for their GMC policy and placement of their business with them;
- 4. Will assist WBMDTCL in conducting pre-bid meeting with the prospective bidders (i.e. Insurers) who have shown their interest to participate in the tender.
- 5. Will assist in Process of Evaluation of Qualified Bidders (i.e. Insurance Company) strictly as per the provisions of NIT after opening of Technical Bids by WBMDTCL.
- 6. Price bids of technically qualified bidders will only be opened by WBMDTCL.

b. The scope of the work during Post-Selection of Insurer for WBMDTCL:

- 1. Observing the issuance of final policy with agreed terms & conditions;
- 2. Co-ordinate with the insurer for any intimation regarding hospitalisation and providing cashless facility to all members of the Policy;
- Arrangement for collection and submission of complete documentation regarding any
 hospitalisation and pre/post hospitalisation or re-imbursement claim of the insurer and
 his/her family members to the insurance company;
- 4. Providing guidance to any insurer for interpretation of policy write-up, terms & condition, deductable or non-payable items as per policy clauses, specific time for intimation of hospitalisation, preparation of claim documents, compulsory supply of the list of network hospitals in West Bengal and other states if required etc;
- 5. Immediate arrangement for sort out any problem related to cash less approval or final bill settlement (Indoor and Pre/Post Hospitalisation) of any insurer or his/her family members;
- Proper co-ordination with the insurance company/TPA for speedy, hassle free claim settlement with maximum possible insurance coverage avoiding any unnecessary time delay;
- 7. Preparation of a insurance manual/guide book of mediclaim policy for all the primary insurer with modification(s) if any time to time;
- 8. Providing presentation about the policy if necessary to make aware of the policy terms, conditions and other details to the members cover under the GMC policy;

- 9. Arrangement of Medical camp/Wellness Program at the Corporation's office at least twice in a year at free of cost;
- 10. Providing regular information related to claim settlement to the WBMDTCL Ltd.'s e-mail and through SMS/e-mail to individual primary member or the member whose treatment has been done;
- 11. All the above services covered under Sl. No. a. (1 to 7) and Sl. No. b (1 to 10) would be provided free of cost by the Insurance Intermediary to WBMDTCL. No fees will be payable by WBMDTCL.
- 12. **Important Note**: Any commission payable by the selected Insurance Company to the Insurance Intermediary has to be disclosed by a letter to WBMDTCL, which should be within the guidelines of IRDA and binding during the entire tenure of the contract between the Insurance Intermediary and WBMDTCL. This should be intimated to WBMDTCL after the Award of Contract to the Insurance Company.

E. GENERAL CONDITION OF SERVICES:

- 1. The successful Tenderer shall confirm acceptance of the LOA within 3 (three) days of such communication from WBMDTCL Ltd.
- 2. The successful Tenderer shall start the job from the date of issue of Letter of Award.
- 3. The successful Tenderer shall deploy his own manpower for the satisfactory completion of the entire work in a time bound manner.
- 4. The successful Tenderer shall make his own arrangement for all related paper works for this job.
- 5. There should be no subletting of the job. .
- 6. The Tenderer should mention the name of the contact person(s) of TPA with mobile number.
- 7. All applicable circular / amendments / notification or any new circular / amendments issued or notified at any time by concerned competent authority / GOI/ GoWB shall have to be complied with by the Tenderer mandatorily and to be communicated to WBMDTCL Ltd in due course

F. EARNEST MONEY DEPOSIT (EMD):

- 1. Earnest Money Deposit of Rs.25,000/- shall be paid as per mode of payment procedure mentioned in page 2.
- 2. Any pending dues against invoice or any other deposit lying with the Corporation will not be adjusted against Earnest Money Deposit.
- 3. Any tender submitted without Earnest Money Deposit (EMD) shall be summarily rejected and no claim shall be entertained on such rejected tenders as per present GoWB tender procedure.
- 4. The EMD amount will be refunded to the unsuccessful Tenderer after the finalization of tender process.
- 5. If the Successful Tenderer does not accept the LOA issued by WBMDTCL and / or does not commence the work as per schedule, the EMD amount of the Tenderer shall be forfeited.
- 6. The EMD of the successful Tenderers shall be refunded after submission of the Performance Bank Guarantee as per clause F.

G. Performance Bank Guarantee:

- 1. After issue of LOA, a Performance Bank Guarantee of **Rs 1.00 (one) Lakh** has to be furnished by the successful Tenderer within 1 (one) week from the date of issue of Letter of Award (LOA). The BG has to be furnished as per **Annexure-III.**
- 2. If the successful Tenderer does not carry out the job assigned as per work order or does not fulfil any of the terms & conditions of this tender, the Performance Bank Guarantee paid by such Tenderer shall be liable to be encashed.
- 3. Performance Bank Guarantee will be refunded within 30 days after the satisfactory settlement of all the claims of the policy valid for the period of one year from date of LOA + 6 months.
- 4. The Guarantee should be valid for a period of 18 (eighteen) months from the date of LOA.

H. ACCEPTANCE OF LETTER OF AWARD:

If the successful Tenderer does not accept the Letter of Award issued by WBMDTCL within 3 (three) days of its date of issue, the LOA will be treated as cancelled. WBMDTCL may ask the successful tenderer to submit the Original Documents scan copy of which were submitted by the Bidds.

I. COMMENCEMENT OF WORK:

The successful Tenderer shall have to start the job immediately from the date of receipt of the Letter of Award. In case of failure to commence the work within 3 (three) days of the date of receipt of the LOA, the contract will be terminated.

J. PERIOD OF CONTRACT

The period of the contract will be w.e.f the date of issue of Letter of Award (LOA) till the settlement of all the claims of the policy valid for the period 19.11.2023 to 18.11.2024.

K. DISPUTES & JURISDICTION:

- 1. Disputes and / or differences between the Selected Bidder and WBMDTCL, arising out of or in connection with this job or its performance shall, so far as it is possible, be settled amicably through consultation between senior officials of WBMDTCL and the Selected Bidder within 15 days from the date of such dispute.
- 2. If the dispute is not settled amicably, the matter shall be referred to the Chairman, WBMDTCL whose decision shall be final and binding on both parties.
- 3. This Tender shall be governed by the Laws of India and the Calcutta High Court shall have jurisdiction in the matter.

L. FORCE MAJEURE:

Neither the Selected Bidder nor WBMDTCL shall be considered to be in default in the performance of their respective obligations under the agreement, if such performance is prevented or delayed because of the conditions constituting force majeure.

Force Majeure Event shall mean any event or circumstance or a combination of events and circumstances set out hereunder and the consequence(s) thereof which affect or prevent the Party claiming force majeure ("Affected Party") from performing its obligations in whole or in part under this Agreement and which event or circumstance (i) is beyond the reasonable control and not arising out of the fault of the Affected Party and (ii) the Affected Party has been unable to overcome such event or circumstance by the exercise of due diligence and reasonable efforts, skill and care. Such events shall be:

- Acts of God or natural disasters including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the implementation of this Agreement;
- Epidemic;
- An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, nuclear blast/explosion or sabotage;
- Strike, Riot and Civil Commotion as certified by Local Administration.

Authorised Signatory for signing the Bid Document

This is hereby	declared	that	M/s			having	its	address	of co	rrespon	dence at
			_, ·	do	hereby	appo	int	and	nom	ninate	Sri/Smt
		son/d	_ aught	er of _			a	ged abou	ıt		_ years of
this Company as other related Do	s Authoris	ed Sig	gnator	y for	all Official						
Name of the Aut Address:	thorised Sig	gnato	ry:								
Signature:											
Contact Number	·:										
						•			•	•	y Director

<u>Declaration of Blacklistment</u> (On Rs. 100/- non- judicial stamp paper duly notarized by a Notary Public)

We,	M/s		having	registered	office	at
			, do hereby declar	e that as on the T	ender public	cation
date th	e Bidder have n	ot been black listed b	y any Govt./PSU/St	atutory Bodies/IF	RDA during la	ast 10
(Ten) ye	ears and should i	not have any live com	plaint lodged by any	Govt. Company.		
		Signature o	of the Authorised Sig	natory of the Bid	der duly star	nped.

BANK GUARANTEE FORMAT FOR PERFORMANCE GUARANTEE (To be issued by a Scheduled Bank of India)

Re: Guarantee No.....

Insurance Intermediary or any other Person.

THIS DEED OF GUARANTEE executed on this day of at by (Name of the bank) having its Head / Registered office at hereinafter referred to as "the Guarantor" which expression shall unless it is repugnant to the subject or context thereof include successors and assigns; in favour of M/s West Bengal Mineral Development & Trading Corporation Ltd. having their Office at WBIIDC Building, 3 rd Floor, DJ-10, Sector-II, Salt Lake, Kolkata 700 091, (hereinafter referred to as "WBMDTCL" which expression shall unless repugnant to the context thereof, include its successors and assigns)
WHEREAS
A. By a Letter of Award (LOA) No dated WEST BENGAL MINERAL DEVELOPMENT & TRADING CORPORATION LTD (WBMDTCL) has agreed to award the job relating to Insurance Intermediary to assist in various matter related to WBMDTCL's Group Mediclaim Policy to M/shaving its registered office athereinafter called "the Insurance Intermediary".
B. In terms of the Letter of Award (LOA), the Insurance Intermediary is required to furnish to WBMDTCL an unconditional and irrevocable bank guarantee for an amount of Rs.1.00 lakh (Rupees One lakh only), as Performance Security for due and punctual performance / discharge of its obligations under the Letter of Award (LOA) No dated
C. At the request of the Insurance Intermediary, the Guarantor has agreed to provide guarantee for due and punctual performance / discharge by the Insurance Intermediary of its obligations under the LOA.
NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:
1 The Guarantor hereby guarantees the due and punctual performance by the Insurance Intermediary of all its responsibilities and obligations under the LOA during the Contract Period.
2 The Guarantor shall, without demur, pay to WBMDTCL sums not exceeding in aggregate Rs.1.00 Lakh (Rupees One lakh only) within five (5) days of receipt of a written demand from WBMDTCL stating that the Insurance Intermediary has failed to comply with and fulfil its performance obligations under the LOA. The Guarantor shall have no obligation to go into the veracity of any

demand so made by WBMDTCL and shall pay the amount specified in the demand to WBMDTCL notwithstanding any direction to the contrary given or any dispute whatsoever raised by the

3 In order to give effect to this Guarantee, WBMDTCL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the LOA or other documents or by the extension of time for performance granted to the Insurance Intermediary or postponement / non exercise / delayed exercise of any of its rights by WBMDTCL or any indulgence shown by WBMDTCL to the Insurance Intermediary and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by WBMDTCL or any indulgence shown by WBMDTCL, provided nothing contained herein shall enhance the Guarantor's obligation hereunder.
4 This Guarantee shall be irrevocable and shall remain in full force up to (date) and including thirty (30) days after the expiry date/ extended date. Any claim under this Guarantee must be received before the expiry of thirty (30) days or before the expiry of thirty (30) days from the extended date if any. If no such claim has been received by the Bank within thirty (30) days after the said date/ extended date the WBMDTCL's right under this will cease. However, if such a claim has been received by the Bank within and up to thirty (30) days after the said date/extended date, all the WBMDTCL's rights under this guarantee shall be valid and shall nor cease until the Bank has satisfied the claim.
5 This Guarantee shall not be affected by any change in the constitution or winding up of the Insurance Intermediary / the Guarantor or any absorption, merger or amalgamation of the Insurance Intermediary /the Guarantor with any other Person.
6 Notwithstanding what is stated above, the liability of the guaranteeing bank will not exceed Rs.1.00 lakh (Rupees One Lakh only) and any claim in respect of the above has to be made at the bank on or before
7 The Bank confirms that this Guarantee has been issued with observance of appropriate laws of the Country to issue.
8 The Bank also agrees that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts, Kolkata, India.
9 The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under
IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.
SIGNED AND DELIVERED by Bank by the hand of Shri its and authorised official.

BIDDER'S GENERAL INFORMATION

To M/s WEST BENGAL MINERAL DEVELOPMENT & TRADING CORPORATION LIMITED
SUB - Appointment of Insurance Broker for WBMDTCL'S Group Mediclaim Policy
Tender No –
1 Diddor Namo (With Contact

1	Bidder Name (With Contact	
	Person Name &Details)	
2	Status of Firm	
3	Name of Directors of the Company	
4	Number of Years in Operation	
	Full Postal address of Registered Office:	
6	Telephone Number of Registered office	
	[Mobile & Landline]	
7	E-mail address	
8	Website	
9	Banker's Name with address	
10	Branch Name with IFSC	
11	Bank Account Number	
12	PAN No.	
13	GST No.	

lace:	[Signature of Authorized Signatory of Bidder]

Date: Name:

Designation: Stamp:

ANNEXURE-V

<u>UNDERTAKING REGARDING GENUINESS OF DOCUMENTS</u> (On Rs. 100/- non-judicial stamp paper duly notarized by a Notary Public)

l,		of	M/s
	solemnly declare	that:	
1. I am submitting Tender for the Job as Into WBMDTCL's Group Mediclaim Policy against	<u>-</u>		
2. All information furnished by us either i document in respect of fulfilment of eligibili		_	•
3. All documents/credentials submitted ale valid.	ong with this Tender are	e genuine	, authentic, true and
4. If it is found at any point of time that out that case our tender will be rejected, earned be debarred from participating in further/f fit by WBMDTCL may be taken against us, dues including forfeiture of Earnest Money of our entity and all related persons etc for the second seco	est money deposited by future WBMDTCL tenders including termination or / Performance Bank Gu	us will be and/or a f the cont	forfeited and we will any action as deemed tract, forfeiture of all
5. Decision whether the documents sub- WBMDTCL based on verification and will be	-		ic, will be taken by
6. The bidder will allow WBMDTCL to verify WBMDTCL.	all such internal docume	nts of the	bidder on demand by
SIGNATURE OF THE AUTHORISED REPRESEN WITH STAMP Dated	TATIVE		
Witnesses: 1.	2.		
Accepted [Notarized]			
(Signature)			
(Name, Title and Address of the Attorney)			