

# *The Kerala Ceramics Ltd*

(A Government of Kerala Undertaking)



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TENDER NO: 31/P&S/1528/ /22-23

17/08/2022

## **TENDER FORM**

Proposals are invited by The Kerala Ceramics Limited (TKCL) from IRDA licensed insurance brokers/consultant companies operating in India for engagement of insurance broker/ consultant with TKCL. The proposal should reach the Office of the undersigned on or before 29.08.2022 3.00 PM. Proposals will be opened on ----- at 3.30 pm on the same day in the presence of those participants who are present at that time. Company reserves the right to accept or reject in part or full all the proposals without assigning any reasons thereof.

## **INTRODUCTION & INSTRUCTIONS**

1. The Kerala Ceramics Limited (TKCL) is a public sector undertaking of the State of Kerala.
2. TKCL invites tender for engagement of Insurance Broker/consultant to assist it in pre-placement, placement, post-placement management of the Group Medical Insurance Policy and other related aspects for 'Group Medical Insurance Policy' to be taken by TKCL to cover hospitalization expenses for its employees and family members.
3. Only well established and reputed Insurance Broking/Consulting Firms which are Registered/Issued License by Insurance Regulatory and Development Authority (IRDA) are eligible for engagement under contract.

4. All notices and correspondence to the bidder(s) shall be sent by email only. Hence, the bidders are required to ensure that email address provided by them is valid and updated.
  - a) At any time prior to the deadline for submission of the tender, TKCL may for any reason, modify the RFP. Bidders are requested to see the web site once again before the due date of opening to ensure that they have not missed any corrigendum uploaded against the said RFP after downloading the RFP document. The responsibility of downloading the related corrigenda, if any, will be of the bidder only.
  - b) TKCL reserves the right to accept or reject any or all the proposals in whole or part without assigning any reasons.
  - c) TKCL reserves the right to cancel or reject or accept or withdraw or extend tender in full or part as the case may be without assigning any reason thereof.
  - d) No deviation of the terms and conditions of the tender document is acceptable.
5. No deviation to the technical and commercial terms and conditions is allowed.
6. TKCL has the right to cancel this tender or extend the due date of receipt of bid (s) without assigning any reason thereof.
7. The documents uploaded by the bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny punitive action can be taken against defaulting brokers.
8. TKCL intends to select only one Insurance Broking/ Consulting Firm by issue of Request for Proposal, under contract.

9. During evaluation of the tender, TKCL may, at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by TKCL.
10. The proposal may be submitted along with the covering letter about the proposal, accompanied by the information/documents indicated in the Annexure and the declaration signed by the authorized signatory with Seal of the Company. All pages are required to be signed.
11. The tenure of the Insurance Broking/ Consulting Firm would initially be for one policy year, and thereafter may be renewed for another two terms of one year each, subject to review & satisfactory performance.
12. TKCL may at its discretion, and after due consultation with insurance broker selected through this RFP process, avail the broker's services in connection with other insurance policies taken out by it from time to time viz. term insurance, overseas travel insurance, motor vehicle insurance, other asset insurance, etc. The decision of TKCL in such cases would be final.

### **ELIGIBILITY OF FIRMS**

Insurance Broking/Consulting Firms must satisfy the following pre-qualification criteria to apply for engagement. Respondents satisfying the following criteria only are eligible to submit the Proposal.

- a. This invitation to respond to the RFP is open only to the reputed and well-established registered companies/firms that are incorporated or registered under the Companies Act, 2013.
- b. Insurance Broking/Consulting company/firm must be registered/issued license by Insurance Regulatory and Development Authority (IRDA) under "Composite" License category.

- c. The company/firm should have been in existence in India for a period of at least three years as on March 31, 2022.
- d. The company/firm should have brokered at least one policy which covers a minimum of 200 lives.

The proposal of the company/firm which does not meet any of the above criteria will not be evaluated further.

### **Disqualifications**

TKCL may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the respondent:

- I. made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- II. failed to provide related clarifications, when sought; or
- III. is declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted anytime in the past.

### **SCOPE OF WORK**

#### **Phase 1 – Pre-Placement Services**

The Insurance Broker/ Consultant would be overseeing the Strategic Conceptualization and Initialization of the whole program. The Strategic Conceptualization with the following Action Heads would be undertaken with the Company:

- a) Placement and designing of the Insurance Policy
- b) Cost Containment measures
- c) Claims Handling and Service Mapping

- d) Capacity Building
- e) Grievance Redressal Process
- f) Claims Tracking by Web based MIS
- g) Communication Plans
- h) Validation and Forecasting of Additional Coverage Benefits

## **Phase 2 - Placement Services**

Insurance Broker/ Consultant would be acting as a strategic consultant and would be assisting in the placement process of the scheme.

### **a. Placement strategy – Through transparent tendering process**

1. Determine evaluation criteria for Insurer selection in association with TKCL.
2. Draft RFP (request for proposal) to be submitted to TKCL for approval.
3. Assess TKCL's service requirement and Insurer capabilities in the marketplace.
4. Request placement quotations from Insurers and answer RFP related queries.

### **b. Quotation analysis**

1. Evaluate quotes.
2. Facilitate Insurer meetings.

### **c. Recommendation & placement confirmation**

1. Recommend Insurer.
2. Placement as per agreed terms and conditions.

### **d. Policy review**

1. To ensure policy terms & conditions as per the RFP provided.

2. Data consolidation for policy issuance.

### **Phase 3 – Post-Placement Services**

Insurance Broker/ Consultant would be functioning as a Strategic Consultant arm of TKCL and would be assisting in the Post-Placement Process of the program. Insurance Broker/ Consultant would undertake the following action items as post-placement activities:

#### **a. Servicing Support**

1. Designing the Service Level Agreement to be signed between Vendors and TKCL
2. High-lighting the scope of services and timelines.
3. Single point of contact for all services.

#### **b. Communication support**

1. Communication assistance for change management in case of any major change in plan design.
2. Design and Implementation of Communication.

#### **c. Claim monitoring & Periodic Review**

1. Monthly utilization report & presentation.
2. Quarterly Third-Party Administrator (TPA) data audit to ensure consistency between claims filed and claims cleared by the TPA.

#### **d. Service Level Agreement (SLA)**

1. Set deliverables and expectations with Insurers and Third-Party administrator.
2. Claims Escalation Handling.

#### **e. Turnaround Time Analysis**

1. Monitoring delivery by TPA/ Insurer as per agreed SLA.

**f. Administration support**

1. Manage membership data in consultation with TKCL.
2. Monitoring of corporate buffer.
3. Calculation of monthly endorsement.
4. Coordination with TPAs in case of data deficiency.

**ASSESSMENT CRITERIA**

**(A) Proposal requirements**

**(B)**

1. For the purpose of the engagement of Insurance broker, a bidding process will be followed. The response to the present tender is to be submitted in [Annexure](#).
2. **You are required to upload following documents while submitting bid:**

Section 1	Executive Summary / Introduction
Section 2	Proposal Compliance Letter-  A letter signed by an authorized officer of your organization certifying your proposal's complete compliance with the RFP specifications except as specifically noted in the appropriate sections.
Section 3	Bid as per <a href="#">Annexure</a> to this RFP
Section 4	Items included with Proposal

3. **Bids will be opened on due date.**

**(C) Important Terms:**

- ❖ **Terms:** Your proposal must not include 'Cancellation' clause.

**(D) Process to be adopted for Evaluation of the Bids**

- The eligible Bids will be evaluated on the basis of Technical details and the points to be awarded as per following table: -

**Evaluation criteria for Technical Bids:**

<b>Sr. No.</b>	<b>Criterion</b>	<b>Points</b>	<b>Total</b>
<b>1</b>	<b>Number of years since composite license given by IRDA as on March 31, 2022</b>		<b>10</b>
	Between 4 to 6 Years	4	
	Above 6 up to 8 years	6	
	Above 8 up to 10 years	8	
	Above 10 Years	10	
<b>2</b>	<b>Paid up capital (Rs. in Crore) as per latest Audited Balance Sheet but not earlier than March 31, 2020</b>		<b>10</b>
	Between 0.25 crore to 0.5 crore	4	
	Above 0.5 crore to 0.75 crore	6	
	Above 0.75 crore to 1 crore	8	
	Above 1 crore	10	
<b>3</b>	<b>Number of employees in the office</b>		<b>20</b>
	Between 10-15	5	
	between 16-40	10	
	Between 41-100	15	
	More than 100	20	
<b>5</b>	<b>Overall Group Health Premium placed (Rs. in crore)</b>		<b>10</b>
	Up to 25lac	2	
	Between 25Lac to 50Lac	4	
	Between 50Lac to 75Lac	6	
	More than 75Lac	10	



<b>6</b>	<b>Number of corporate Group Medi-claim Policies brokered having coverage of minimum 50 people</b>		<b>30</b>
	One (1) Policy	10	
	Two (2) Policies	15	
	Three (3) Policies	25	
	Four (4) or more Policies	30	

2. Bidders scoring less than 60% marks will be declared **ineligible**.
3. The internal committee will rank the presentations.
4. A final decision will be taken on the basis of marks scored in the techno-commercial evaluation in which the technical parameters, presentation.

**(E) TKCL reserves the right to:**

- Reject any or all responses received in response to the RFP without assigning any reason whatsoever.
- Cancel the RFP / Tender at any stage, without assigning any reason whatsoever.
- Waive or Change any formalities, irregularities, or inconsistencies in this proposal (format and delivery).
- Extend the time for submission of all proposals and such an extension would be duly notified.
- Select the next most responsive bidder if the first most responsive bidder evaluated for selection fails to result in an agreement within a specified time frame.
- Select the bidder even if a single bid is received as response.
- Share the information / clarifications provided in response to RFP by any bidder, with all other bidder(s) / others, in the same form as clarified to the bidder raising the query.

**(F) Bid Submission**

1. The bid should be signed by the bidder or any person duly authorized to bind the bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the tender documents and bind the bidder. All pages of the tender documents except brochures, if any, are to be signed by the authorized signatory. Scanned copy of the duly signed tender bid documents should be uploaded.
2. The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial all such corrections.
3. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish any information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
4. No columns of the tender should be left blank. Offers with insufficient information and Offers which do not strictly comply with the stipulations given above, are liable for rejection.

**(G) REP Terms and Conditions**

Following additional terms and conditions shall apply to the evaluation process:

- (a) Bidder warranties** - By submitting a Response, Bidder represents and warrants to TKCL that, as at the date of submission:
- i. the Bidder has fully disclosed to TKCL in its Responses all information which could reasonably be regarded as affecting in any way TKCL's

evaluation of the Response;

- ii. all information contained in the Bidder's Response is true, accurate and complete and not misleading in any way;
- iii. no litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the Bidder threatened against or otherwise involving the Bidder which could have an adverse effect on its business, assets or financial condition or upon TKCL's reputation if the Response is successful;
- iv. the Bidder will immediately notify TKCL of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the Bidder's business, assets or financial condition, or TKCL reputation or render the Bidder unable to perform its obligations under the TKCL agreement, if any or have a material adverse effect on the evaluation of the responses by TKCL; and

(b) **Confidentiality** - Bidder must keep confidential any information received from or about TKCL as a result of or in connection with the submission of the Response. All information contained in the Response, or in subsequent communications shall be deemed confidential and may be used only in connection with the preparation of Bidder's Response. Unless expressly agreed in writing prior to submissions, Responses are not confidential and may be used by TKCL in whole or part. TKCL however, will not disclose the information provided by Bidder in a Response other than to its affiliates or to its professional advisors, unless required otherwise by any provisions of law.

(c) **Disclaimer**- Whilst all reasonable care has been taken in compiling this Response document, the figures, documents and details are presented in good faith; and no warranty or guarantee (express or implied) is given by TKCL as to the completeness or accuracy of the Response or any information provided in

or in connection with it. To the maximum extent permitted by law:

- i. TKCL, its officers, employees and agents will not be liable in any way whatsoever or any loss, damage, cost or expense (including without limitation any liability arising from any fault or negligence on their part) arising from the evaluation process; and
- ii. Each Bidder releases and indemnifies TKCL from all claims, suits, demands, proceedings, actions, liabilities, damages and costs which may arise under statute, law, equity or otherwise arising from, whether directly or indirectly, or in connection with the evaluation and selection process.

(d) This RFP is not an offer to contract, nor should it be construed as such; it is a definition of specific TKCL requirements and an invitation to recipients to submit a responsive proposal addressing such requirements. TKCL reserves the right to make no selection and enter into no agreement as a result of this RFP. Only the execution of a written agreement between TKCL and a vendor will obligate TKCL in accordance with the terms and conditions contained in such agreement.

(e) It should be understood that your response to this RFP constitutes an offer to do business on the terms stated in your response and that, should a contract be awarded to you, TKCL may, at its option, incorporate all or any part of your response to this RFP in the contract. TKCL reserves the right to accept your offer without further discussions and without any additional opportunity for you to amend, supplement or revise your submitted offer.

(f) **TKCL's right to verify** - TKCL reserves the right to conduct a site survey or obtain other evidence of facilities, resources, and managerial, financial and Bidder performance abilities prior to announcing the successful Bidder or awarding an agreement under this evaluation process.

- (g) **Financial documents** – TKCL may request additional financial/business information from the Bidder at its discretion.
- (h) **Selection criteria** - The selection criteria, inquiries, questions or information put forth in the Response are meant to be provided on the aforesaid and established through the details submitted by the bidder in the Technical Bid.
- (i) **Termination/or suspension of evaluation process** - TKCL reserves the right to suspend or terminate the Bidder evaluation process (in whole or in part) at any time in its absolute discretion and without liability to the Bidder or any third party. Bidders will be notified if any suspension or termination occurs but TKCL is not obliged to provide any reasons.
- (j) **Other Rights** - Without limiting its rights under any other clause of this evaluation process or at law, and without liability to the Bidder or any third party, TKCL may at any stage of the evaluation process:
- i. Require additional information from a Bidder;
  - ii. Change the structure and timing of the evaluation process;
  - iii. Negotiate with more than one Bidder;
  - iv. Terminate negotiations being conducted with a Bidder;
  - v. Vary or extend the timetable and evaluation process, accept any non-complying Response; or
  - vi. Vary the terms and conditions of the evaluation process or specifications or requirements at any time.
- (k) **Responsibility for Costs**- Bidder is responsible for all costs, expenses or liabilities incurred by them or on their behalf in relation to the evaluation process (including in relation to providing TKCL with the response, the revised response or any additional information).

**(l) TKCL's right to vary** - TKCL reserves the right to vary any aspect of this valuation process, RFP without liability to Bidder. Where TKCL varies any aspect of this evaluation process or the agreement, TKCL shall notify the Bidder of that variation.

**(m) Incorporation of Responses into agreement** - The successful Bidder as concluded by TKCL shall sign an agreement. TKCL may, at its sole discretion, incorporate any portion of any successful Response of a successful Bidder into the final agreement. TKCL may require a successful Bidder to submit, before negotiation of the TKCL agreement, details of issues which may affect their ability to act as a Bidder.

**(n) Precedence of Documents** - If there is any inconsistency between the terms of this RFP and any of its appendices, schedules or attachments then, unless the contrary is explicitly stated in this RFP, the terms of the RFP will prevail to the extent of any inconsistency.

**(o) Governing Laws** -The RFP and selection process shall be governed by and construed in accordance with the laws of India.

**(p)** The evaluation process as communicated earlier shall continue without any changes.

**(q)** In the event that you elect not to respond to this RFP, then the restrictions shall continue to apply to the use or disclosure of the information.

## ANNEXURE

### Particulars of Company

<b>Sr. No.</b>	<b>Particulars</b>	<b>Answers</b>	<b>Documents required to be uploaded in support of the requirement</b>
1	Name of the company		Copy of Certificate under Companies Act
	Registered office address		
2	Type of License		Copy of original license issued by IRDA
3	Number of years in operation in India i.e. License Issuance/ Renewal Date		License Copy
4	Paid up Capital (in lac.) (As per latest Audited Balance Sheet but not earlier than March 31, 2021)		Submit the copy of the certificate, certified by a Chartered Accountant.
6	Direct Employee Strength. (As on March 31, 2022)		Self -Certified Copy
7	Total Group Health Insurance Premium Placement for Clients (in lacs.) 2020-21		Self-Certification accompanied with the copy of the relevant records
10	Experience in Health Risk Management		Copy of the relevant records

	Services		
12	Details of Policies covering more than 50 people		Self-Certification accompanied with the copy of the relevant records
13	Number of Public Sector Companies being served as your Client. With details.		

**DECLARATION CERTIFICATE**

I / We do hereby declare that there is no case pending with the Police / Court / IRDA / SEBI / Regulatory authorities against the proprietor / firm / partner / employee.

Also, I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department / Public Sector Undertaking / IRDA / SEBI / Autonomous Body / Financial Institution / Court.

We certify that neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.

We hereby undertake and confirm that we have understood the scope of work properly and shall carry out the work as mentioned in this RFP.

**Signature of the Authorized Signatory with Seal**