



रामागुण्डम फर्टिलाइजर्स एण्ड केमिकल्स लिमिटेड



एक कदम स्वच्छता की ओर

**Bidding Document for Engagement of Insurance Intermediary/  
Broker for All Insurance Policies  
for the Period from 15.07.2022 to 14.07.2023**

**REQUEST FOR PROPOSAL (RFP)  
FOR  
ENGAGEMENT OF INSURANCE INTERMEDIARY / BROKER  
FOR  
ALL INSURANCE POLICIES FOR THE PERIOD  
FROM 15.07.2022 TO 14.07.2023**

**Tender No. RFCL/Insurance Broker/2022-23/**

**Ramagundam Fertilizers And Chemicals Limited  
A-wing, 4<sup>th</sup> Floor, Kribhco Bhawan, Sector-1, Noida – 201 301  
Website: [www.rfcl.co.in](http://www.rfcl.co.in)**

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Broker for All Insurance Policies  
for the Period from 15.07.2022 to 14.07.2023**

**No. RFCL/Insurance Broker/2022-23**

**Date: \_\_\_\_\_**

**E-Tender Notice**

Ramagundam Fertilizers And Chemicals Limited (RFCL) invites proposals for engagement of Insurance Intermediary / Brokers to provide support services for all our insurance requirements for the period 15.7.2022 to 14.07.2023 in respect of Comprehensive Operational Policies/ Miscellaneous Insurance policies and to manage the insurance portfolio of RFCL and assist in various insurance-related matters, at no cost to the RFCL.

Ramagundam Fertilizers and Chemicals Limited (RFCL) was incorporated on 17th Feb 2015 for setting up Gas based Urea manufacturing plant at Ramagundam with capacity of 2,200 MTPD Ammonia Unit and 3,850 MTPD Urea Plant.

RFCL is a Joint Venture Company of National Fertilizers Limited (NFL), Engineers India Limited (EIL) and Fertilizer Corporation of India Limited (FCIL) with 26% equity each by NFL & EIL. FCIL has been granted 11% equity in terms of CCEA approval. State Government of Telangana has subscribed for equity participation of 11%. With the signing of Share Subscription Cum Shareholders Agreement (SSSHA) on 18th August 2018 amongst RFCL, its Promoters and Investors, leading to Equity participation of 14.3% of Equity Capital by GAIL (India) Ltd. and 11.7% of Equity Capital by HTAS Consortium (consisting of HT Ramagundam A/S, IFU and Danish Agribusiness Fund, Denmark), the Company had achieved 100% Financial Closure for the Project.

The company has set up a Mega Capacity Green Field Gas based Ammonia Urea Complex at Ramagundam, District Pedapally in the state of Telangana with annual production of 12.70 Lakh MT of Urea. The complex comprises of Ammonia Plant of 2200 MTPD capacity and Urea Plant of 3850 MTPD capacity. In addition, the company has set up Gas Based Captive Power Plant which will meet the power requirement of ammonia urea complex.

**Request for Proposal**

The proposal needs to be downloaded from [www.abcprocure.com](http://www.abcprocure.com) and the tender needs to be uploaded on the previously mentioned website by procuring a digital ID. Only detailed complete proposals in the form indicated received prior to the closing time and date of the proposal shall be taken as valid.

The intending insurance brokers are required to submit their proposal giving full particulars about their organization, competence, and experience in this line of business along with the information, documents indicated in the attached Annexure, and the declaration, signed by the authorized signatory with the Seal of the company. All pages are required to be numbered and signed by an authorized signatory.



## IMPORTANT INFORMATION FOR ONLINE E-TENDERING PARTICIPATION

### SPECIAL INSTRUCTIONS TO TENDERERS FOR E-TENDERING

#### 1. Mode of Tendering:

Ramagundam Fertilizers And Chemicals Ltd. NEW DELHI (A Joint Venture of NFL, EIL & FCIL intends to line up Comprehensive Operational Policy (Material Damage and Business Interruptions) and Stand Alone Terrorism Policy through e-tendering. The NIT will be posted on website <https://rfcl.abcprocure.com> from where the prospective Bidders will be able to download the tender documents free of cost for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online.

RFCL has appointed **M/s. e-Procurement Technologies Ltd, Ahmedabad** as service provider for carrying out e-Procurement. Also, as per IT ACT 2000, use of digital signature certificate shall be mandatory for participating in e-tendering process.

It is presumed that accordingly, you can submit your bid and participate in this tender as per the requirements of the system. However, in case of any help/clarification, you may contact any one of the following:

#### a) RAMAGUNDAM FERTILIZERS AND CHEMICALS LTD-

1) Mr. Yogesh Kumar DGM (F&A) RFCL, Corporate Office, 4 <sup>th</sup> Floor, Wing-A, KRIBHCO Building, Sector-1, NOIDA-201 301 Mob No. 7065556553 E mail: <a href="mailto:yogesh@rfcl.co.in">yogesh@rfcl.co.in</a>	2) Mr. Shashi Prakash, M (C&P) RFCL, Corporate Office, 4 <sup>th</sup> Floor, Wing-A, KRIBHCO Building, Sector-1, NOIDA-201 301 Mob No. 9717731580 E mail: <a href="mailto:sprakash@rfcl.co.in">sprakash@rfcl.co.in</a>
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#### b) M/s. E-Procurement Technologies,

1	Approval of Profile & DSC Verification	Help Desk	+91 - 63532 17080, +91-90990 90830	<a href="mailto:info@abcprocure.com">info@abcprocure.com</a> <a href="mailto:dsc@abcprocure.com">dsc@abcprocure.com</a>
2	e-Tender Submission	Help Desk	+91 9904406300 , +91 9510812960 , +91 9265562821 , +91 6354919566	<a href="mailto:support@abcprocure.com">support@abcprocure.com</a>
3	e-Auction related Queries	Help Desk	+91 - 98799 96111, 99044 07997, 95108 13415	<a href="mailto:support@abcprocure.com">om</a>
4	<b>Office Hours:</b> Monday to Friday - 10:00AM to 07:30PM (IST) 1st, 3rd and 5th Saturday - 10:00AM to 06:00PM (IST) 2nd and 4th Saturday - Holiday			

#### 2. (a) Pre-Requisites for System using e-Procurement sites:

- Windows 7, 8, 10 professional
- A computer system with at least 1 GB RAM and Internet Connectivity.
- Internet Explorer 8.0, 9.0 and above or Mozilla Firefox 51 and above.
- Google Chrome Version 42 and above.
- Internet Connectivity with at least 2Mbps speed.
- Java Run Time Engine (JRE - 1.8.0) or higher.
- Microsoft Office 2003 with MS Word and MS Excel
- Adobe Acrobat Reader, PKI Installation Driver for Digital Signature.



- Bidders are strongly advised to refer Minimum System Requirement document uploaded on <https://rfcl.abcprocure.com> under download section prior registration and Participating in e-Tenders invited by RFCL.
- For Quick Bidder Manual, you can refer this link <https://youtu.be/-E5fiZVYnfg> for Tender Submission **OR** download "Bidder Manual" from <https://rfcl.abcprocure.com> website **OR** Contact us.

(b) Pre-Requisites for DSC Registration:

- The Vendor becomes a valid Vendor only after the registration of the DSC
- Vendors need to possess a valid DSC for participating in e-Tendering (class II/III DSC)
- Vendors need to procure DSC 24 hrs prior to DSC Registration.
- It can be procured from any of the Certifying Authority registered under CCA India. eg Sify, nCode, eMudra etc
- DSC can also be procured from the e-tendering service provider i.e. M/s Antares Systems Limited.
- Respective DSC Drivers needs to be installed.
- DSC needs to be physically inserted into the system.
- DSC should appear in the Browser.
- DSC of the Vendor will mapped with their User Id once they Login first time.

(c) Pre-Requisites for Login Credentials:

- For Login credentials, Vendor need to register/ Sign-up on the e-procurement portal by clicking on Sign Up link available at home page.
- Vendor shall safely keep their User ID and password, which will be issued by the service provider upon registration/ Sign-up.
- Vendors are advised to change the password immediately on receipt from the e-Procurement portal.
- Vendor shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.
- For registration on the e-tender site <https://rfcl.abcprocure.com>, one can be guided by the "Instructions to Vendors" available under the download section of the homepage of the website. As the first step, bidder shall have to click the "Register" link and fill in the requisite information in the "Bidder Registration Form". Kindly remember your email id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature Certificate.
- Digital Signature Certificate Class 3 Signing + Encryption is mandatory to attach at the time of Registration and to log-in. Bidders should ensure that DSC is in the name of registered firm and person only.
- If attached DSC does not match with the registered profile then DSC will not be verified and profile will not be approved. Once you have added the Digital Signature Certificate, please inform the vendor administrator [info@abcprocure.com](mailto:info@abcprocure.com), [dsc@abcprocure.com](mailto:dsc@abcprocure.com), Contact no.: +91 - 63532 17080, +91-90990 90830 for approval. Once approved, bidders can login in to the system as and when required.

3. All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement.
4. RFCL is not responsible for any mistake made by the vendor at the time of bidding process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids.



5. For submitting price bid through e-Auction, the Bidders will have to use a Class II/ III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000.
6. It is mandatory for the Bidders to use the digital certificate in all their bidding Process.
7. It is the entire responsibility of the Bidders to protect their own login id and Password and keep their digital certificate safe so that is not misused by any other person.

#### 8. **Tender Schedule:**

The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening, reverse auction and subsequent clarification/amendment in schedule etc. shall be communicated to the bidders separately by emails/letter message. The same is also available on the above mentioned website against this tender.

Tender Schedule:

Sr. No.	Tender Stage	Date & Time
1	Start Tender Document Download	20.06.2022 at 11:00 Hrs.
2	End Tender Document Download	27.06.2022 at 14:00 hrs.
3	Due/ last date of submission Bids	27.06.2022 at 14:30 hrs.
4	Techno-commercial Bids Opening	27.06.2022 at 15:00 hrs.

**Note:** After expiry of date & time for a particular activity as mentioned above, that particular activity cannot be done unless the schedule for the same is extended/ amended. Similarly no activity can be done before start date & time specified for that particular activity unless the schedule for the same is preponed/amended.

9. The activity defined for vendors are Download of Tender document, Bids Preparation, Uploading of bids and Reverse Auction. Matching of Prices will be done manually.
10. During the Download sequence, the vendors who have been invited will be able to download the main tender document and the supporting documents.

#### 11. **Tender Opening:**

The tenders will be opened electronically by us from our Noida office. The submission of bids may however be done by vendors from their office or from place of their choice. However, bids can't be submitted after the bid submission due date & time as per the schedule.

12. RFCL reserves the right to reject or accept any tender without giving any reason.

#### 13. **SYSTEM FAILURES AND REMEDIAL MEASURES THEREOF/COURSE OF ACTION TO BE FOLLOWED**

RFCL shall make all out efforts to rectify the problem(s) leading to system failure during the live tendering. However, in case the system could not be restored within the reasonable time period as deemed fit by RFCL, the following remedial measures shall



be taken under such an eventuality:

1.	Tender is prepared and released but vendors are not able to submit their bids.	The due date of closing/opening shall be extended suitably.
2.	Bids have been submitted but the same cannot be opened by RFCL.	The due date of opening shall be extended suitably.
3.	Bids including price bid have been opened and reverse auctioning could not start.	Under such eventuality, the reverse auction event shall be rescheduled and the new schedule shall be informed to all the bidders who have participated in the tender & submitted their bids online.

Before the bid is uploaded, the bid comprising of all relevant documents mentioned in the tender document should be digitally signed in accordance with the Indian IT Act 2000. If any modifications are required to be made to a document thereafter the modified documents shall be again digitally signed before uploading. Bidders are required to upload all Tender forms and supporting documents which form part of the bid/tender under tender document of e-tender portal. Uploading the documents relevant to bid before the bid submission date and time is the sole responsibility of the bidder. **No Manual/Hard copy** of bid is acceptable. **Bids submitted manually shall be rejected.**

Note:

- Bidder may save/store the bid documents in the PC/Laptop before submitting the bid into in e- tender portal.
- Bidder is required to fill up the price(s)/rate(s) strictly in the Schedule of Rate (SOR)/Price Schedule attached with the tender.

Inadvertently, if a document is uploaded in by the bidders, such document can be deleted by the bidder and can be replaced by a digitally signed new/modified document prior to due date & time.

Un-priced techno-commercial bid document should be placed in the private area earmarked in the C- folder of Tender Document in e-tender portal.



**Bidding Document for Engagement of Insurance Intermediary/  
Broker for All Insurance Policies  
for the Period from 15.07.2022 to 14.07.2023**

**Proposal for Appointment of  
Insurance intermediary/ Broker for all Insurance Policies at no cost to RFCL**

**A. The Scope of work of the Insurance Broker will be as detailed below:-**

**1. Pre-Placement and Placement Services:**

- a) Review of all existing Insurance Policies
- b) Carrying out Risk Inspections and surveys required to understand RFCL is end-to-end Insurance/re-insurance requirements.
- c) Critical examination of the existing policies which are due for renewal in terms of
  - i) Risk Coverage
  - ii) Providing basis of valuation
  - iii) Rating
  - iv) Clauses, Warranties, Conditions, Excess, etc.
- d) Suggesting improvement thereon and executing the same during the renewal of Insurance Policies.
- e) Preparing risk notes and framing insurance tendering documents and finalizing the terms & conditions thereof including but not limited to
  - i) Coverage, including add-on coverage
  - ii) Excess (Monetary/Time)
  - iii) Period of indemnity
  - iv) Policy wordings,
  - v) Policy clauses and warranties.

This should be in line with laid down procedures of the company including applicable CVC guidelines.

- f) Inviting bids on behalf of RFCL from reputed insurance companies licensed to operate in India.
- g) Negotiation and finalizing the terms & conditions of insurance optimizing cost, cover, security, and quality of service in accordance with laid down procedures of RFCL.
- h) Scrutinizing the wordings of the final policy documents to protect RFCL interests with regard to claim settlement.
- i) Preparing a comparative financial statement of bids-both Technical and Commercial.
- j) Assisting in other insurance-related services like issuance of the policy wording, endorsement, addition/ deletions of SI, the speedy realization of premium refund, etc.
- k) Assisting RFCL in the placement of insurance of policies with optimized premium and required cover.
- l) Provide servicing support and design the service level agreements to be signed between the broker, insurance company, and RFCL, highlighting the scope of services and timelines.

**2.**

**Claims Management**

- a) Coordinating and assisting in the realization of claims as per provisions and guidelines laid down by IRDAI.
- b) Coordinating with insurers for immediate intimation and survey.
- c) Coordinating with Insurance companies, surveyors, etc. for prompt settlement of claims.
- d) Documentation of claims: The broker has to assist RFCL on documentation from RFCL's Offices for lodging claims.
- e) Assist in resolving various queries of insurers, surveyors during claim processing.
- f) Guidance in relation to the interpretation of policy wordings/Conditions, Warranties, Deductibles, etc. during claim processing.



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- g) To arrange for submission of the monthly report on claim settlement position and pending issues.
- h) Assisting in the speedy realization of premium refunds.
- i) Training of RFCL's people on claims/insurance-related issues from time to time.
- j) The Broker may assist the surveyor during survey of incident places, before submission of Final Claim to the Insurance Company, the Broker as well as the Nodal Officer of RFCL may verify the documentation and no direct document will be called from the RFCL Plant.

**3. Miscellaneous Services.**

- a) Assisting RFCL in taking any new Insurance Policies.
- b) Technical assistance and Placement of Project Insurance Policies.
- c) Keeping informed of the latest IRDA/TAC regulations and guidelines.
- d) Any other matter relating to insurance and Risk management, irrespective of the location of the insurable assets including insurance matters related to RFCL's employees.
- e) Advising RFCL from time to time on developments in the insurance industry having an impact on the company.
- f) Broker must deploy experience team to RFCL's sites for solving problems pertaining to insurance policies/claims as and when required.
- g) Assisting RFCL in relation to Risk Management including identifying, assessing, and mitigating risks.
- h) Insurance broker should assist us in Risk Management and Risk mitigation activities of the RFCL.

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**1.0 Pre-Qualifying Criteria**

**1.1 TECHNICAL EXPERIENCE**

- i) The Bidder must be a Composite Broker and must have a valid Composite Broker License for the last three (3) years continuously as on the originally scheduled date of Bid Opening.
- ii) The Bidder should have been appointed as a direct insurance intermediary/ broker for at least five (5) Mega Operational Policy/Standard Fire & Special Perils Policy with sum insured more than Rs. 2000 Crores (Rupees Two Thousand Crores) (for Property damage and/or Business Interruption) during the last three (3) years as on the date of Bid opening.
- iii) The Bidder must have handled at least Rs.20 (Twenty) Crores of premium from a single client in any of the last three (3) financial years as a direct broker from the date of Bid Opening.

**1.2 FINANCIAL POSITION**

- i) Net worth of the company must be positive consecutively for the last three financial years i.e., 2018-19, 2019-20, 2020-21. Certified copies of financial statement to be submitted or certificate of Net Worth from statutory auditor/Chartered Accountant.
- ii) The Insurance Broking Firm should have minimum average annual revenue/ turnover of minimum INR 25 Crores from their Indian operations during the last three financial years i.e., 2018- 19, 2019-20, 2020-21 (i.e., gross turnover of INR 75 crores in last 3 specified financial years).

Certified copies of financial statement to be submitted or certificate of turnover from statutory auditor/Chartered Accountant. **All Audit Reports/Certificates should bear UDIN Number.**

**Note: Valid documentary evidence in support of the above duly attested by the principal officer / Authorized signatory needs to be submitted, failing which the offer shall be summarily rejected.**

**1.3 Bids from Joint Venture / Consortium**

Bids submitted by the Joint Venture or Consortium of insurance brokers will not be considered.

**1.4 One Bid per Bidder**

One broker company is expected to submit only one Bid and in the event of receipt of multiple Bids from one broker company/bidder only first will be considered.

**1.5 Cost of Bidding**

The Bidder will have to bear all costs associated with the preparation and submission of Bid, and the RFCL will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.



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**1.6 Disqualifications:**

- a) Submitted the Proposal documents after the response deadline.
- b) Made misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.
- c) Failed to provide related clarifications when sought.
- d) Declared ineligible by the Govt. of India/State/PSUs/Cooperatives for corrupt and fraudulent practices or blacklisted in the last 3 years.

**2.0 Bidding Document:**

**2.1 Contents of Bidding Document**

The Bidders are expected to go through the instructions, terms & conditions, forms and the specifications contained in the bidding document. The bidding document for Invitation for Bids together with all its attachments shall be considered to have been read, understood and accepted by the bidders. Failure of the bidder in furnishing any information sought to be furnished in the bidding document may render the Bid liable for rejection.

**2.2 Clarification of Bidding Document**

Any prospective bidder desirous of seeking any clarification with regard to the contents of the bidding documents may be sought by 23.06.2022 through e-mail. Thereafter no query will be entertained and no clarification shall be furnished.

The Bidder may note that no change/modification in the bid would be entertained after the submission of the Bids.

**2.3 Amendment of Bidding Document**

The RFCL reserves the right to add, alter, amend, delete or modify any clause of the bidding document of its own or in pursuance to any query received from any prospective bidder and amendment so made, by RFCL shall be duly notified in writing by uploading at RFCL website only for information to all the prospective bidders and the same shall be binding on all of the prospective bidders. No separate communication will be issued.

**3.0 Preparation of Bid:**

**3.1 Technical Bid**

Technical Bid should contain all the documents mentioned against each item in form F-3 and shall be uploaded and submitted by authorized signatory, only in electronic format on the website <https://rfcl.abcprocure.com>. Authorized Signatory should sign form F-1 to F-4 and uploaded on the website <https://rfcl.abcprocure.com>.



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**3.2 Evaluation of the Bids**

**3.2.1** Selection of Insurance Broker / Intermediary shall be on a competitive bidding basis among the composite brokers licensed by IRDAI, based on detailed evaluation criteria given in Table – I below.

**3.2.2** Maximum marks against each criterion will be awarded to the bidder having the highest figures against each criterion submitted by the bidder in **Form F-3**. All other participating bidders shall be awarded pro-rata marks out of maximum in proportion to their figures against each criterion vis-à-vis the bidder having the highest figures against those criteria.

**3.2.3** The bidder having the highest Final score shall be selected. In case of a tie in the final scores, the bidder having higher Turn Over (from the general insurance business only) in FY 2020-21, shall be selected as Insurance intermediary/Broker for RFCL.

**3.2.4** Documentary evidence in support of the above-mentioned selection criteria is to be submitted with the bid document, duly attested by the Principal Officer/ Authorized Signatory/ Leader of Department of the Broker failing which the offer shall be liable for rejection.

**3.2.5** In case any declaration made is found to be incorrect, the agreement will be terminated forthwith without prejudice to any other legal/penal action.

**3.2.6** Experience of the Participating bidder with the name mentioned in their License Issued by I.R.D.A.I will only be considered. In case a new company is formed due to the split of the old company, failure of the Joint Venture (JV) Company or withdrawal of equity share in Joint Venture (JV), the new company cannot claim the experience of the old JV Company.

**3.2.7** Job executed by a bidder for its parent company/group company cannot be considered as experience for meeting the requirement of the above assessment criteria.



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**Table: I**

<b>S. NO</b>	<b>Parameter (Final)</b>	<b>Basis of evaluation</b>	<b>Weight age</b>	<b>Details Required</b>
1.	<p><i>I. Duration of Composite Broking License (as seen backward from the Originally scheduled date of Bid Opening)</i></p> <p><i>10 Marks shall be awarded to the bidder having a maximum completed years of composite broker license. Marks for the rest to be awarded on pro-rata basis.</i></p>	<p><i>Experience of Composite Broker</i></p>	10	<p><i>Copy of license from IRDA countersigned by Principal Officer/ authorized signatory</i></p>
2	<p><i>Experience in servicing PSUs companies/ Central Government/State Government Organisations for General Insurance policies (excl. Agriculture and Motor) portfolio on as direct broker during last 3 years as on the originally scheduled date of Bid Opening.</i></p> <p><i>10 marks shall be awarded to the bidder having maximum number of PSUs. Marks for the rest to be awarded on prorata basis. (Experience from 1 PSU/State/Central Government Organisation shall be counted 1</i></p>	<p><i>Experience in servicing PSUs / Central Government /State Government Organizations (in numbers) in general insurance</i></p>	10	<p><i>Copy of LoAs /Engagement Letter/ Mandate letter from Client/ Policy Copy mentioning the name of Broker. To be countersigned by Principal Officer/Authorized signatory</i></p>
3	<p><i>Total number of IRDAI registered offices catering to Corporate / PSU clients (excluding offices handling retail policies) in India from the date of bid opening.</i></p> <p><i>10 marks shall be awarded to the bidder having a maximum number of offices in India. Marks for the rest to be awarded on prorata basis.</i></p>	<p><i>Presence/reach on a PAN India level</i></p>	10	<p><i>Provide Location of each office with Address and relevant proof viz. Electricity Bill etc. To be Countersigned by Principal Officer/ Authorized signatory</i></p>



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4	<p>The Bidder should have been appointed as a direct insurance intermediary/ broker for at least five (5) Mega Operational Policies/Standard Fire &amp; Special Perils Policy with sum insured more than Rs. 2000 (Two Thousand) Crores (for Property damage and/ or Business Interruption) during the last three (3) years as on the date of Bid opening.</p> <p>20 marks shall be awarded to the bidder having highest number of appointments as direct broker from clients with sum insured more than Rs. 2000 (Two Thousand) Crores during last three years.</p>	No. of appointments as direct broker from clients with sum insured more than Rs. 2000 (Two Thousand) Crores during last three years.	20	<p>Copies of policies mentioning the bidder as direct insurance Intermediator /broker countersigned by Principal officer/ authorized signatory</p>
5	<p>The bidder should have been appointed as a Direct Insurance Intermediator/Broker for Fertilizer Companies/Cooperatives for lining up their respective Mega Operational Policies in the last 3 years from the date of opening of Bid.</p> <p>10 marks shall be awarded to the bidder having highest number of appointment as Direct Intermediator/Broker in Fertilizers Companies/Cooperatives. Marks for the rest to be awarded on prorated basis.</p>	No. of appointments as direct broker from clients	10	<p>Copies of policies mentioning bidder as Direct Intermediator/Broker or Appointment letter issued.</p>



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6	<p>Number of high-value claims (greater than Rs. 2 Crores) handled (settled/on account payment received) as a direct broker in the last three (3) years from the date of bid opening.</p> <p>10 marks shall be awarded to the bidder having a maximum number of such claims. Marks for the rest to be awarded on a prorated basis.</p>	Experience in handling high-value claims	10	Documentary Evidence from the client or Copies of Discharge Voucher countersigned by Principal Officer/ Authorized signatory
7	<p>The Insurance Broking Firm should have minimum average annual revenue/ turnover of minimum INR 25 Crores from their Indian operations during the last three financial years i.e., 2018-19, 2019- 20, 2020-21 (i.e., gross/Total turnover of INR 75 crores in last 3 specified financial years).</p> <p>10 marks shall be awarded to the bidder having a maximum turnover. Marks for the rest to be awarded on a pro-rata basis.</p>	Average turnover during preceding three years.	10	Certified copies of financial statement to be submitted or certificate of turnover from statutory auditor/ Chartered Accountant.
8	<p>The Bidder must have handled at least # 20 (Twenty) Crores of premium from a single client in any of the last three (3) financial years as a direct broker from the date of Bid Opening.</p> <p>10 marks shall be awarded to the bidder having highest number of appointments as direct broker from clients with premium of Rs. 20.00 Crores during last three years. Marks for the rest to be awarded on prorated basis. (Experience from 1 company shall be counted 1 time only, even of the company has been served for multiple years)</p>	No. of Clients having for experience in handling large property policies with premium in excess of INR 20 Crores	10	Relevant documentary evidence/ Policy schedule confirming the premium along with self-declaration by authorized signatory / principal officer





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9.	<i>Net worth of the company must be positive consecutively for the last three financial years i.e., 2018-19, 2019-20, 2020-21.</i>  <i>10 marks shall be awarded to the bidder having a maximum average networth during last three years. Marks for the rest to be awarded on a pro-rata basis.</i>	<i>maximum average networth during last three years.</i>	10	<i>Certified copies of financial statement to be submitted or certificate of net worth from statutory auditor / Chartered Accountant.</i>
<b>Total</b>			<b>100</b>	

**Note:** For the purpose of evaluation only general insurance, excluding Agriculture production/Motor/Health/Group policies, shall be considered.

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#### **4.0 Instructions to Bidders**

##### **4.1 Period of contract**

**The tenure of the selected Insurance Broking firm would be initially for one year i.e. 15.07.2022 to 14.07.2023 and may be extended thereafter for another 2 years at the same terms and conditions of the existing order depending on the performance and compliance of the terms and conditions of the contract.**

##### **4.1.1. Termination of contract**

The RFCL may terminate the appointment at any time at its sole discretion by giving a notice of 30 days. The bidder shall have no right for any claim for any kind of compensation damages etc. due to such earlier termination of the appointment or non-extension of the same after the date of natural expiry of the appointment.

The RFCL also reserves the right to terminate the contract for non-satisfactory performance or breach of any terms and conditions of the tender document.

##### **4.2 Remuneration of the insurance intermediary/ Broker**

**RFCL shall not pay any fee/expenses/remuneration to the broker for any activity carried out by them in connection with insurance before, during, or after the period of engagement. Thus, there shall be no cost to RFCL.**

##### **4.3 Bid preparation and submission.**

The bidder shall provide all the information required to be provided as per the Eligibility Criteria and Assessment criteria stated above. If not all the necessary information and valid supporting documents are provided, the bid shall be summarily rejected.

##### **4.4 Conditional Bid**

Conditional bids will not be entertained and shall be summarily rejected.

##### **4.5 Bid Validity**

All the Bidders shall keep their Bids valid for a period of 60 days from the date of opening of Technical Bids, and the Bid valid for a shorter period would be liable to be rejected as non-responsive. Validity of Bid can be extended further for another 15 days, if required at sole discretion of RFCL.

##### **4.6 Format & Signing of Bid**



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The authorized signatory on behalf of the Bidder, duly supported by documents, shall digitally sign bid.

#### **4.7 Zero Deviation**

The Bidders should note that this is a Zero Deviation Bid and the Bids submitted by them should be based on the terms & conditions indicated in the bid document.

#### **4.8 Submission of Bid:**

**4.9.1** Bidders who wish to participate in the e tendering will have to procure valid digital certificate as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency.

**4.9.2** The Bid document for this Bid is available only in electronic format which bidder can download free of cost from the website <https://rfcl.abcpurchase.com>.

**4.9.3** Tenderer shall submit their Bids (Technical Bid) only in electronic format on the [www.RFCLepurchase.com](http://www.RFCLepurchase.com) website on or before the scheduled date and time as mentioned in E-Tender Notice inviting online E-Tenders, digitally signed by the authorized signatory. Bids in physical form will not be accepted and any such bid, if received will be out rightly rejected.

**4.9.4** Scanned copy of the supporting documents (relevant pages) as stated in format for Technical information i.e. Form-F-4 is to be submitted by the bidder(s) along with the format. In case it is found that false documents/information has been given in form F-4, such bid will be rejected and it will be treated as a false/forged bid and appropriate action as stated in para 4.6 shall be taken by the RFCL.

**4.9.5** Bidder's authorized signatory must use his/her digital signatures to upload all required documents in support of their bid.

**4.9.6** If any bidder submits any false/forged information/document or if any bidder backs out from its offer or alters / modifies the bid after the time and date of submission of the bids, the same will not be considered and their bid would be summarily rejected and RFCL reserves the right to debar/blacklist the bidder from participating in similar bids for the next two years. Further, RFCL may inform IRDA in such eventuality for taking appropriate action by them against such defaulting broker company.

**4.9.7** In case the date of opening of bid is subsequently declared as holiday, the Bids will be opened on the next working day at the appointed time.

#### **4.9.8 Deadline for Submission of Bids**

All Bids must be received by RFCL only through online e-tender mode after digitally signed by authorized signatory on or before the date and time fixed for the submission of bids.

#### **4.9.9 Modification & Withdrawal of Bids**

No Bid would be permitted either to be modified or withdrawn after the expiry of date and time for submission of bids or allowed to be withdrawn during the intermittent period between the date &



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time for submission of bids and the expiry of the bid validity period as specified in the bidding document. Such bids will be rejected.

**5. Opening & Evaluation of Bids:**

**5.1 Process of Opening & Evaluation**

Technical Bids of all the bidders shall be opened on the date and time mentioned in the e-tender notice. Bidder's authorized representatives can also be present if they wish at their own cost.

**5.2 Process to be Confidential**

Any effort by any bidder to influence the RFCL's bidding process or the award decisions, in any manner, shall render the Bid submitted by such bidder liable to rejection.

5.3 It is reiterated that any effort on the part of any bidder to influence the RFCL either in the matter of comparison or in the matter of evaluation of bids or the award of contract, may render the Bid submitted by such bidder liable to rejection.

**5.4 Examination of Bids and Determination of Responsiveness**

Prior to the detailed evaluation of Bids, RFCL will determine whether the Bids are substantially responsive to the requirements of the bidding document. Any Bid submitted by a bidder shall be considered as non-responsive and rejected, if material deviations are observed.

**5.5 Further evaluation of Technical Bid**

(a) RFCL shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.

(b) RFCL, if necessary, can ask the tenderer for any specific clarification relating to qualifying document/condition or can seek missing document(s) within the specified time. For this purpose, the procedure stated below in Para 5.6 is to be followed and the specific clarification and missing document is required to be uploaded on the same portal as per the procedure prescribed therein.

(c) RFCL can waive any minor infirmity, non-conformity, or irregularity like spelling mistake, signature missing on any page, which does not constitute a material deviation.

(d) The tenderer has the option to respond or not to respond to these queries.

(e) The request for clarification and missing document(s) by RFCL and the response of the bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.

(f) If the tenderer fails to respond, within the stipulated time period or the clarification(s)/document(s) submitted is nonconforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.



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(g) All the responses to the clarifications will be part of the Proposal of the respective bidder and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the agreement.

**5.6 Procedure to be followed for obtaining missing documents & specific clarification:**

- (i) An Icon for clarification shall appear on "Bid details" page (in front of each of the bidder's name) at RFCL's end after opening of Technical Bid.
- (ii) RFCL shall click on clarification icon for the desired bidder and enter the details of clarifications / missing documents sought within the prescribed time.
- (iii) After entering the details of clarification/missing document sought by the RFCL, same icon shall appear at Bidder's end for replying to the particular clarification/missing document sought by the RFCL. The system will also send the alert to the bidder at his registered e-mail address about the clarification/missing document sought by the RFCL.
- (iv) Bidder will click on the clarification icon and will reply to the same and upload the required document (optional) in support of clarification sought and submit missing document, if any, within the prescribed time. Bidder cannot ask for any clarification from the RFCL.
- (v) Once the prescribed time expires, the clarification icon from the bidder site shall also disappear automatically.
- (vi) After expiry of prescribed time, RFCL shall download the clarification / missing document submitted by the bidder.

**6. Award of Contract**

**6.1 Award and Signing of Contract**

Subject to clause 6.2, the RFCL shall award the contract of its all work to the successful bidder for 100% business, whose Technical Bid has been found to be substantially responsive with highest numbers. The successful bidder will have to sign all the pages of tender document before award of work.

**6.2 RFCL's Right to accept or reject any or All Bids**

RFCL reserves the right either to accept or to reject any of the Bids, at any time prior to the award of contract, without assigning any reason whatsoever, and shall not incur any liability to the affected bidder(s).

**6.3 Notification of Award**

Prior to the expiry of the bid validity period, RFCL would notify the successful bidder in writing that his Bid has been accepted. The notification of award of contract will constitute the formation of the contract.



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**Miscellaneous Provisions**

- a. Competitive bidding is being undertaken amongst broker companies with a view to solicit the least possible premium with the best possible working arrangements.
- b. In case of any dispute with regard to the evaluation of Bids or the appointment of Broker of RFCL, the decision of the Managing Director of RFCL shall be final and binding on all concerned.
- c. The Bidder shall keep the policies in force for the full period i.e. from 1st June 2022 to 31st May 2023, both days inclusive -midnight to midnight and the same shall not be allowed to be cancelled during the currency of the policy period.
- d. The bidders, if found successful and thus selected, will have to sign a Pre-Contract Integrity Pact in the prescribed proforma (Form. F-7) and all the pages of tender document.

**7.0 Arbitration**

"Except where otherwise provided in the contract all matters, questions, disputes or differences (Dispute/s) whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract shall be resolved / settled amicably through negotiation by the parties. For the same, one party shall issue dispute notice in this regard, to the other party. If the said dispute/s could not be settled amicably within 45 days from the date of receipt of dispute notice by other party, then, party/ies may refer the said dispute/s for adjudication through Arbitration, as prescribed hereunder.

On failure of amicable resolution/settlement as above, The dispute/s shall be referred / adjudicated through Arbitration under / in accordance with "Delhi International Arbitration Centre(DIAC) (Arbitration Proceedings) Rules" as amended or modified or re-enacted from time to time. The fees and cost of Arbitration shall be governed by the Delhi International Arbitration Centre (DIAC) (Administrative Cost Arbitrators' Fees) Rules (DIAC (Fee) Rules, as amended or modified or re-enacted from time to time.

The number of Arbitrator shall be three (3) in case of matter involving total amount of claims (without considering claim of interest) more than Rs.3 Crore, otherwise number of Arbitrator shall be one (1) i.e. (Sole) Arbitrator.

The language of Arbitration shall be English.

The Governing Law Shall be Laws of India and dispute/s shall be adjudicated as per Indian Laws.

The Venue and Seat of the Arbitration Shall be Delhi/New Delhi. The courts at Delhi/New Delhi shall have exclusive Jurisdiction.

It is also agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the dispute/s arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the SBI MCLR Rate applicable to RFCL on the date of award of contract."



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8. Notwithstanding, any other Court or Courts having jurisdiction to decide the question(s) forming subject matter of a suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of a competent civil jurisdiction in this behalf at **Delhi/New Delhi** and only the said Court (s) shall have jurisdiction to entertain and try such action(s) and/or proceeding(s) to the exclusion of all other Courts.

9. **FORCE MAJEURE.**

Neither the Company nor the contractor shall be considered in default in performance of its / his obligations under this contract if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake, or because of any levy, order proclamation, regulation or ordinance of any Government or of any subdivision thereof or because of any act of God.

10. **FORMS & FORMATS**

- Form F-1: Format of Covering Letter of Bid  
Form F-2: Format of Bidder's General Information  
Form F-3: Format of Technical Bid  
Form F-4: Format of Pre-Contract Integrity Pact

  
(Yogesh Kumar)  
Dy. General Manager (F&A)

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**Form F-1: Format of Covering Letter of Bid**

**The Dy General Manager (F&A)  
Ramagundam Fertilizers And Chemicals Limited  
Kribhco Bhawan, 4<sup>th</sup> Floor, Sector-1,  
Noida-201 301**

Sub: Bid document No RFCL/Insurance Broker/2022-23

Dear Sir,

Having gone through the Bidding Document for undertaking proposals for engagement of Insurance Intermediary / Brokers to provide support services for all our insurance requirements for the period 15.07.2022 to 14.07.2023 in respect of Comprehensive Operational Policies/ Miscellaneous Insurance policies and to manage the insurance portfolio of the company and assist in various insurance-related matters at no cost to the company (RFCL)., including the Technical Qualifications, General Bid Conditions and the Technical bid etc., the Receipt of which is hereby confirmed, I,  
\_\_\_\_\_(Name & Designation of Authorized Signatory), of the  
\_\_\_\_\_(Name of the company), am pleased to offer our Bid containing both our Technical Bid with a view to undertake and execute the whole range of Insurance Policies, sought for by the RFCL against various perils and in conformity with the said Bidding Document.

We confirm and declare that we are registered with the Insurance Regulatory Development Authority (IRDA) for the purpose of providing Insurance Intermediary / Brokers to provide support services for all our insurance requirements and not debarred or black listed by any PSU during the last 5years and as on the date of submission of the bid.

We further confirm and declare that we are meeting the eligibility criteria laid down by the RFCL in conformity with the guidelines issued by IRDA from time to time and there is no deviation in the terms & conditions offered by us with reference to the IRDA guidelines, whatsoever. We also confirm that all the terms & conditions of bid document are acceptable to us and this confirmation should be considered as all the pages of bid document have been signed by me, the authorized signatory. Further, we also agree to sign the Pre-Contract Integrity Pact as given in Format F-5 in the event of award of work to us.

We further confirm and declare that this bid shall be valid for a period of 60 days from the date of opening of Technical Bid, and shall remain binding upon us if the same is accepted by RFCL at any time before the expiry of 60 days period. We also agree to extend the validity period for another 15 days.





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*The bid together with our written acceptance thereof in your notification of award shall constitute a binding agreement between us.*

Date: \_\_\_\_\_

Signature of Bidder's Authorized Signatory: \_\_\_\_\_

Name & Designation of Authorized Signatory: \_\_\_\_\_

*Note: This document must be inked signed by authorized signatory and uploaded through its digital signature.*



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रामगुण्डम कॉन्सल्टिंग्स एण्ड कॉमिशनर्स लिमिटेड



एक कदम स्वच्छता की ओर

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**Form F-2: Format of Bidder's General Information**

**A. General Details:**

1. Bidder Name:	
2. Registered or Corporate Office Address:	
3. Year of Incorporation:	
4. Number of Years in Operation:	
5. Address for communication (If not same as in 2 above):	
6. Telephone Numbers:	
7. E-mail Address for communication:	
8. Name of Contact Person:	
9. His/her Mobile Number:	

**B. Financial Details:**

**(Amounts in Crore Rupees)**

S. No.	Parameter	2018-19	2019-20	2020-21
1.	Net Worth			
2.	Profit Before Tax			
3.	Annual revenue/ turnover of from their Indian operations during the last three financial years i.e., 2018-19, 2019-20, 2020-21			

Place: New Delhi

Date:

Signature of Authorized Signatory



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**Form F-3: Format of Technical Information/Bid:**

S. NO	Parameter (Final)	Basis of evaluation	Weight age	Details Submitted
1.	<p>I. Duration of Composite Broking License (as seen backward from the Originally scheduled date of Bid Opening)</p> <p>10 Marks shall be awarded to the bidder having a maximum completed years of composite broker license. Marks for the rest to be awarded on pro-rata basis.</p>	Experience of Composite Broker	10	No. of completed years : _____
2	<p>Experience in servicing PSUs companies/ Central Government/State Government Organisations for General Insurance policies (excl. Agriculture and Motor) portfolio on as direct broker during last 3 years as on the originally scheduled date of Bid Opening.</p> <p>10 marks shall be awarded to the bidder having maximum number of PSUs. Marks for the rest to be awarded on prorata basis. (Experience from 1 PSU/State/Central Government Organisation shall be counted 1 time only,</p>	Experience in servicing PSUs / Central Government /State Government Organizations (in numbers) in general insurance	10	No. of PSUs/ Government Organizations: _____
3	<p>Total number of IRDAI registered offices catering to Corporate / PSU clients (excluding offices handling retail policies) in India from the date of bid opening.</p> <p>10 marks shall be awarded to the bidder having a maximum number of offices in India. Marks for the rest to be awarded on prorata basis</p>	Presence/reach on a PAN India level	10	No. of offices: _____



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4	<p>The Bidder should have been appointed as a direct insurance intermediary/broker for at least five (5) Mega Operational Policies/Standard Fire &amp; Special Perils Policy with sum insured more than Rs. 2000 (Two Thousand) Crores (for Property damage and/ or Business Interruption) during the last three (3) years as on the date of Bid opening.</p> <p>20 marks shall be awarded to the bidder having highest number of appointments as direct broker from clients with sum insured more than Rs. 2000 (Two Thousand) Crores during last three years. Marks for the rest to be awarded on prorated basis. (Experience from 1 company shall be counted 1 time only, even if the company has been served for multiple years)</p>	No. of appointments as direct broker from clients with sum insured more than Rs. 2000 (Two Thousand) Crores during last three years.	20	No. of clients:
5	<p>The bidder should have been appointed as a Direct Insurance Intermediator/Broker for Fertilizer Companies/Cooperatives for lining up their respective Mega Operational Policies in the last 3 years from the date of opening of Bid.</p> <p>10 marks shall be awarded to the bidder having highest number of appointment as Direct Intermediator/Broker in Fertilizers Companies/Cooperatives. Marks for the rest to be awarded on prorated basis.</p>	No. of appointments as direct broker from clients	10	No. of clients:



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6	<p>Number of high-value claims (greater than Rs. 2 Crores) handled (settled/on account payment received) as a direct broker in the last three (3) years from the date of bid opening.</p> <p>10 marks shall be awarded to the bidder having a maximum number of such claims. Marks for the rest to be awarded on prorated basis.</p>	Experience in handling high-value claims	10	No. of Claims: _____
7	<p>The Insurance Broking Firm should have minimum average annual revenue/turnover of minimum INR 25 Crores from their Indian operations during the last three financial years i.e., 2018-19, 2019-20, 2020-21 (i.e., gross turnover of INR 75 crores in last 3 specified financial years).</p> <p>10 marks shall be awarded to the bidder having a maximum turnover. Marks for the rest to be awarded on a pro-rata basis.</p>	Average turnover during preceding three years.	10	<p>Annual revenue/ Turnover (Rs. In crore):</p> <p>FY2018-19: _____</p> <p>FY2019-20: _____</p> <p>FY2020-21: _____</p> <p>Total: _____</p>





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8	<p>The Bidder must have handled at least # 20 (Twenty) Crores of premium from a single client in any of the last three (3) financial years as a direct broker from the date of Bid Opening.</p> <p>10 marks shall be awarded to the bidder having highest number of appointments as direct broker from clients with premium of Rs. 20.00 Crores during last three years. Marks for the rest to be awarded on prorated basis. (Experience from 1 company shall be counted 1 time only, even if the company has been served for multiple years)</p>	No. of Clients having for experience in handling large property policies with premium in excess of INR 20 Crores	10	No. of Clients: _____
9.	<p>Net worth of the company must be positive consecutively for the last three financial years i.e., 2018-19, 2019-20, 2020-21.</p> <p>10 marks shall be awarded to the bidder having a maximum average network during last three years. Marks for the rest to be awarded on a pro-rata basis.</p>	maximum average network during last three years.	10	<p>Net Worth (Rs. In crore):</p> <p>FY2018-19: _____</p> <p>FY2019-20: _____</p> <p>FY2020-21: _____</p> <p>Total: _____</p>
<b>Total</b>			<b>100</b>	

**Note:** For the purpose of evaluation only general insurance, excluding Agriculture production/Motor/Health/Group policies, shall be considered.



## **INTEGRITY PACT**

Integrity Pact (IP) is a tool developed by Transparency International (TI) to help governments, businesses and civil society, which are prepared to fight corruption in the field of public contracting and procurement.

Ramagundam Fertilizers and Chemicals Limited (RFCL), as one of its endeavours to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, to ensure that all activities and transactions between the Company (RFCL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Integrity Pact is aimed at reducing corrupt practices during procurement and contracts through an agreement between the Principal (RFCL) and Counterparties. The agreement seeks commitment from the persons/officials of both the parties not to demand or accept any bribe or gift. Only those vendors/bidders who enter into such an integrity pact with the buyer qualify to participate in the bidding process.

Integrity Pact is implemented through Independent External Monitor(s) who ensure that concerned parties comply with their respective obligations under the Integrity Pact. One Independent External Monitor (IEM) nominated in consultation with Central Vigilance Commission (CVC) shall monitor the activities. Any NIT/RFQ/tender related complaint, for NIT/RFQ/tenders covered under Integrity Pact having value of Rs.1 (one) crore and above, may be addressed to the Independent External Monitor (IEM) as per details given below :

Sh. Jagdish Prasad Meena, I.A.S (Retd)  
A-1/401, Bharat Apartments,  
Plot 8, Sector 18A, Dwarka  
New Delhi - 110078  
# 8802334455  
Email: [meenajp@gmail.com](mailto:meenajp@gmail.com)

Sh. Ashok Kumar Garg, ITS (Retd)  
E-13, Sector-55  
NOIDA – 201301  
# 9868211000  
Email: [akgarg1654@gmail.com](mailto:akgarg1654@gmail.com)

## **Integrity Pact**

**(To be submitted along with technical bid/tender documents. To be signed by the bidder and RFCL)**

Ramagundam Fertilizers and Chemicals Limited (RFCL) hereinafter referred to as "The Principal".

AND

\_\_\_\_\_hereinafter  
referred to as "The Bidder/Contractor"

### **PREAMBLE**

The Principal intends to award, under laid down organizational procedures, contract for

(Bid Document No./RFQ No.: .....)  
The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder.

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 – Commitments of the Principal.**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
  - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section 2 – Commitments of the Bidder(s)/Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.



- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contract**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

### **Section 4 : Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 : Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

### **Section 6 : Equal treatment of all Bidders/Contractors/Sub-contractors.**

1. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.

2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/Sub-contractors(s).**

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Section 8 : Independent External Monitor/Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, RFCL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director, RFCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on RFCL Board.
8. If the Monitor has reported to the Chairman & Managing Director, Ramagundam Fertilizers and Chemicals Limited, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, RFCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" word include both singular and plural.



## Section 9 : Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of RFCL.

## Section 10 : Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: New Delhi

Date: \_\_\_\_\_

Witness 1 : -----  
(Name & Address)

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Witness 1 : \_\_\_\_\_  
(Name & Address)

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Witness 2 : \_\_\_\_\_

(Name & Address)

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Witness 2 : \_\_\_\_\_

(Name & Address)

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