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RAILTEL

NOTICE INVITING EXPRESSION OF INTEREST FOR ENGAGEMENT OF INSURANCE BROKER FOR RAILTEL CORPORATION OF INDIA LTD

RAILTEL CORPORATION OF INDIA LTD.

(A Government of India Undertaking under Ministry of Railways)

A mini ratna enterprise

143, Institutional Area, Sector – 44,

Gurugram – 122 003, India

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SECTION I: INTRODUCTION & INSTRUCTIONS FOR EOIS

RailTel Corporation a "Mini Ratna (Category-I)" PSU is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fiber network on exclusive Right of Way (ROW) along Railway track. RailTel is in the forefront in providing nationwide Broadband Telecom & Multimedia Network in all parts of the country in addition to modernization of Train operation and administration network systems.

RAILTEL invites Expression of Interest (EOI) for engagement of Insurance Broker for 'Group Mediclaim Policy' to be taken by the Company to cover hospitalization expenses for the 813 employees of the Company, to assist the Company in pre-placement, placement, post-placement of the Group Mediclaim Policy and other jobs relating to insurance i.e. insurance of building and other assets including Data Centre, insurance under Risk Management, and insurance for group personal accident as may be required from time to time.

Only well established and reputed Insurance Broking Firms which are Registered/Issued License by Insurance Regulatory and Development Authority of India (IRDAI) are eligible for engagement under contract.

At any time prior to deadline for submission of EOI, RailTel may for any reason, modify the EOI. The prospective respondents having received the EOI shall be notified of the amendments and such amendments shall be binding on them.

The Company reserves the right to accept any or reject any or all the EOIs in whole or part without assigning any reasons.

RailTel intends to select one (1) Insurance Broking Firm by inviting Expression of Interest, under contract. Inviting of EOI does not imply that RailTel is bound to select a Bidder or to appoint the successful bidder as the case may be, for ' Group Insurance Mediclaim Policy' and RailTel reserves the right to reject all or any of the Biddders or Bids without assigning any reasons whatsoever.

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During pre-qualification and evaluation of the EOI, the Company may, at its discretion ask respondents for clarifications on their EOI. The respondents are required to respond within the time frame prescribed by RailTel.

EOIs needs to be submitted in hard copy in a sealed envelope. EOIs received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete EOIs in the form indicated, received prior to the closing time and date of the EOIs shall be taken as valid.

Respondents are not permitted to modify, substitute, or withdraw EOI after its' submission

The EOI may be submitted along with the covering letter about the EOI, along with the information/documents indicated in the Annex and the declaration, signed by the authorized signatory with Seal of the Company. All pages are required to be signed.

No cost will be borne by the Company towards preparation and submission of the EOIs.

The tenure of the Insurance Broking Firm would be for one policy for **three years** and may be extended/renewed thereafter depending on the performance .RailTel reserves the right to terminate the appointment after completion of the policy year(s) if services are not found to be up to the mark,

The Company will evaluate the EOIs submitted by respondents in detail, based on the data submitted in the Anne-I. If any of the two or more brokers score equal qualification marks then these brokers would be invited to make a presentation to the evaluation committee before selecting one of the firm as insurance broker to be associated with the company for their insurance requirements.

The EOI document can be obtained from the office of **RailTel Corporation of India Ltd., Plot No.143, Institutional Area, Sector -44, GURGAON-122003** at a cost of Rs.1180/- or can be downloaded from RailTel's official website(www.railtelindia.com). If downloaded, a fee of Rs.1000+gst= 1180/- (Rupees one thousand one hundred eighty only), towards the cost of the document, should be paid separately. **An Earnest Money Deposit (EMD) of Rs. 01 lakh (Rs. One Lakh only),** should be deposited in the form of Demand Draft (in addition to the DD for Rs.1180/-, if EOI is downloaded) drawn in favour of "RailTel Corporation of India Limited" payable at Delhi and submitted along with the proposal in sealed cover. The EMD of the selected insurance broker firm/company shall be retained with RailTel and is refundable on completion of the period of service.

The duly completed EOI will be received in the Corporate Office of RailTel Corporation of India Ltd. at Plot No.143,Institutional Area, Sector -44, Gurgaon-122003 till 15.00

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hours of 30th May, 2018 and the same will be opened on the same date at 15.30 hours at the same place. In case 30th May, 2018 is declared holiday, the EOI proposals will be opened on the next working day at 15.30 hours. RailTel Corporation reserves the right to reject any or all the EOI proposals without assigning any reason(s) therefor.

SECTION II: ELIGIBILITY OF COMPANIES/ FIRMS

Insurance Broking Firm has to satisfy the following Pre-qualification criteria to apply for engagement. Respondent satisfying the following criteria are only eligible to submit the Proposal for EOI.

a) This invitation to respond to the EOI is open only to reputed and well established registered companies/ firms in India.

b) The Insurance Broking Agency must be registered/Issued License by Insurance Regulatory and Development Authority of India (IRDAI) for direct- living & nonliving broking. Documentary evidence to this effect is required to be submitted.

c) The Insurance Broking Agency should have been in existence in India for a period of at least 5(five) years as on 31.03.2018 .

d) The Insurance Broking Agency should have cumulative revenue of minimum Rs.75 crore during immediate preceeding 3(three) financial years.

e) The Insurance Broking Agency should have placed minimum direct premium of Rs. 20 Crores in the last preceding Financial year in Indian market including direct premium of Rs. 5 Crores on account of health premium.

f) The Insurance Broking Agency should have placed at least one single policy covering a minimum of 5000 lives.

g) The Insurance Broking Agency should have all India presence with branches preferably in minimum 04 'X' cities and location preferably at Delhi/Gurgaon, Kolkata , Mumbai and Secunderabad.

h) The Insurance Broking Agency should have a direct employees base of minimum 50 professionals with exclusive team under Health and wellness in India.

i) The Insurance Broking Agency should have its own online platform to manage the policy or web based application system which can provide claim status on real time basis.

j) The Insurance Broking Agency should have handled insurance portfolio of minimum 2(two) PSU's./ Government Undertaking.

k) The insurance Broking Agency should have serviced Corporate clients and also have serving group mediclaim policy(s)

Disqualifications:

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

- i Submitted the Proposal documents after the response deadline;
- ii Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- iii Failed to provide related clarifications, when sought;
- iv Declared ineligible by the Government of India/State/UT Government/ IRDAI for corrupt and fraudulent practices or blacklisted.

SECTION III: SCOPE OF WORK

Phase 1 - Pre Placement Services

Insurance Broker would be overseeing the Strategic Conceptualization and Initialization of the whole program. The Strategic Conceptualization of the following action Items would be undertaken with the Company which will have the following Action heads

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

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h) Validation and Forecasting of Additional Coverage Benefits

Phase 2 - Placement Services

Insurance Broker 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 RAILTEL
2. Draft RFP (request for proposal) to be submitted to RAILTEL for approval.
3. Assess RAILTEL 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
3. Coordinate for timely issuance of invoice and policy documents later.

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 would be functioning as a Strategic consulting arm of the RAILTEL and would be assisting in the Post Placement Process of the program. Insurance Broker 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 RAILTEL highlighting the scope of services and timelines

2. Single point of contact for all services.

3. Establish clear escalation matrix for query resolution

b. Communication support

1. Communication assistance for change management in case of any major change in plan design

2. Design and Implementation of Communication

3. Frequently Asked Question design

4. High level communication sessions (Train the trainer)

c. Claim monitoring & Periodic Review

1. Monthly utilization report & presentation

2. Regular Third Party Administrator data review to ensure consistency between claims filed and claims cleared by the TPA.

3. Coordinating and assisting in realisation of claims as per provisions and guidelines laid down by **I.R.D.A.I**

d. Service level agreement

1. Set deliverables and expectations with Insurers for policy Administrator (policy issuance & documents for cashless reimbursement claim settlements) and Third Party Administrator
2. Claim volume Handling
3. Claims Escalation Handling
4. Endorsement Data Handling

e. Turnaround Time Analysis

1. Monitoring delivery by Third Party Administrator/ Insurer as per agreed Service Level Agreement

f. Administration support

1. Manage membership data in consultation with RAILTEL

2. Monitoring of corporate buffer.

3. Calculation of monthly endorsement

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4.Coordination with Insurance companies, Surveyors, TPAs etc. for prompt settlement of claims

Note:The Broker may be required to carry out other jobs relating to insurance i.e. insurance of building and other assets including Data Centre, insurance under Risk Management, and insurance for group personal accident as may be required from time to time.

SECTION IV - ASSESSMENT CRITERIA

(A) <u>Proposal Requirements</u>

1. Your response should be organized into the following sections:

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 EOI specifications except as specifically noted in the appropriate sections.

Section 3 EOI (as per Annexure-I to this EOI)

Section 4 Documents attached with EOI proposal.

3. All proposal responses will be opened in front of an internal committee constituted for this purpose in RAILTEL in the presence of representatives of insurance brokers if they choose to remain present.

4. RAILTEL CORPORATION OF INDIA LTD reserves the right to accept the recommendations or alter the terms and conditions of the suggestions by the Broker Firm/Company. The final decision would be that of RAILTEL CORPORATION OF INDIA LTD. The strategy of RAILTEL CORPORATION OF INDIA LTD would be maximum risk coverage with minimum premium output. The services rendered by the Broker Firm/Company shall be free of cost as per market practices and RAILTEL CORPORATION OF INDIA LTD shall not entertain any request for remuneration or any request for re-imbursement etc.

(B) Your EOI proposal must not include " Cancellation" clause.

(C)<u>Process to be Adopted for Evaluation of the Bids</u>

1. As mentioned above the evaluation of the bids received will be made on the basis of a technical evaluation which will be done for the technical component only.

2. The 'Technical Bids' will be opened in the presence of an internal bid opening committee and Technical Bids in respect of only those bidders who fulfill the eligibility criteria indicated in the section II of this EOI will be considered for technical evaluation. The eligible technical Bids will be evaluated on the basis of Technical details and the points to be awarded as per the evaluation criteria enclosed.

3. Bidders scoring highest marks will be considered for award of contract.

(D) <u>RAILTEL reserves the right to</u>:

- Reject any or all responses received in response to the EOI without assigning any reason whatsoever.
- Cancel the EOI proposal at any stage, without assigning any reason whatsoever.
- Waive or Change any formalities, irregularities, or inconsistencies in this proposal (format and delivery). Such a change / waiver would be duly and publicly notified in the Company's website before the closure of the bid date.
- Extend the time for submission of all proposals and such an extension would be duly communicated to all the companies.
- 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 EOI by any bidder, with all other bidder(s) / others, in the same form as clarified to the bidder raising the query.

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(E) Bid Submission

1. Response Format:

➢ **Technical Bid** to be submitted in a **Sealed envelope** as per attached Format **(Annexure-I)**

*Superscribe the envelope with the reference " **EOI for engagement of Insurance Broker for Group Mediclaim Policy" for RailTel Employes.**

2. 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.

3. 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/attest such corrections.

4. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all 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.

5. 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.

6. The bids will be opened in the presence of authorized representatives of the bidders. However, the representative of the bidder has to produce an authorization letter from the bidder to represent them at the time of opening of Technical / Commercial bids. Only two representatives will be allowed to represent any bidder. In case the bidder's

representative is not present at the time of opening of bids, the quotations / bids will still be opened at the scheduled time at the sole discretion of the Company.

(F) EOI 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 RAILTEL that, as at the date of submission:

i. the Bidder has fully disclosed to RAILTEL in its Responses all information which could reasonably be regarded as affecting in any way RAILTEL's evaluation of the Response;

ii. all information contained in the Bidder's Response is true, accurate and complete

iii. and not misleading in any way;

iv. the Bidder will immediately notify RAILTEL 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 RAILTEL reputation or render the Bidder unable to perform its obligations under the RAILTEL agreement, if any or have a material adverse effect on the evaluation of the responses by RAILTEL; and

vi. the Bidder has not and will not seek to influence any decisions of RAILTEL during the evaluation process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other bidders.

(b) **Confidentiality** - Bidder must keep confidential any information received from or about RAILTEL 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 RAILTEL in whole or part. RAILTEL 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.

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Additionally and at any point of the evaluation and selection process, RAILTEL may require the Bidder to execute an NDA if the Bidder has not executed an NDA with RAILTEL previously.

(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 RAILTEL 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. RAILTEL, its officers, employees and agents will not be liable in any way whatsoever for 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 RAILTEL from all claims, suits, demands, proceedings, actions, liabilities, damages and costs which may arise under statute, law, equity or otherwise arising form, whether directly or indirectly, or in connection with the evaluation and selection process.

(d) This EOI is not an offer to contract, nor should it be construed as such; it is a

definition of specific RAILTEL requirements and an invitation to recipients to submit a responsive proposal addressing such requirements. RAILTEL reserves the right to make no selection and enter into no agreement as a result of this EOI proposal. Only the execution of a written agreement between RAILTEL and a vendor will obligate RAILTEL in accordance with the terms and conditions contained in such agreement.

(e) It should be understood that your response to this EOI constitutes an offer to do business on the terms stated in your response and that, should a contract be awarded to you, RAILTEL may, at its option, incorporate all or any part of your response to this EOI in the contract. RAILTEL 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.

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(f) **RAILTEL's right to verify** - RAILTEL 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**- RAILTEL 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. Technical bids of those companies which do not meet the evaluation standard of 60% marks, will not be processed further.

(i) **Termination/or suspension of evaluation process** - RAILTEL 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 RAILTEL 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, RAILTEL 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. Terminate further participation in the evaluation process by a Bidder;

iv. negotiate with more than one Bidder;

v. Terminate negotiations being conducted with a Bidder;

vi. Vary or extend the timetable and evaluation process (vi). accept any non-complying Response; or

vii. Vary the terms and conditions of the evaluation process, the RFP 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 RAILTEL with the response, the revised response or any additional information).

(l) **Non-Reliance by Bidder** - Bidder, by submitting a Response, acknowledges that:

i. it does not rely on any information, representation or warranty, whether oral or in writing or arising from other conduct, other than that specified in this EOI or otherwise provided by RAILTEL in writing;

ii. it has made its own inquiries as to regarding the risks, contingencies and other circumstances that may have an effect on the Bidder's Response as well as the accuracy, currency or completeness of such information; and

iii. Information provided in its Responses are based on historical trends does not constitute a representation that such trends will continue into the future or occur again and nothing contained in its Response can be relied upon as a commitment, guarantee or representation regarding future events or performance.

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

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

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

(n) **Governing Laws & Dispute Resolution**-The EOI and selection process shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the EOI process shall be referred to arbitration under the Arbitration &

Conciliation Act, 1996. The arbitral tribunal shall consist of three arbitrators - one each to be appointed by RAILTEL and Bidder and the two appointed arbitrators then appointing an umpire. The venue of arbitration shall be Delhi.

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

(p) In the event that you elect not to respond to this EOI, then the restrictions shall continue to apply to the use or disclosure of the information. Additionally, Bidders must immediately return this document and certify in writing to RAILTEL, that all copies have been returned to RAILTEL, or destroyed.

SECTION-V : ANNEXURE-II/DECLARATION

DECLARATION CERTIFICATE

I / We do hereby declare that there is no case with the Police / Court / IRDAI / 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 / IRDAI / 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 EOI.

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Signature of the Authorised Signatory with name , mob.no. and Seal

EVALUATION CRITERIA FOR ENGAGEMENT OF INSURANCE BROKER — Annexure-I

Sno.	Particulars	Minimum requirement	Supporting document	Evaluation of marks	Maximum marks
1	Years of experience of the Broking Company/Firm as on 31.3.2018	5(Five) years	Copy of certificate under Companies Act	5 years=5 more than 5 years to 7 years =8 more than 8 years=10	10
2	Full fledged office establishment in 'X' cities of India	The Agency should have office in at least 04 'X' cities	Address of principal place of business/registered office and branch offices alongwith name, address and contact number of the concerned person	4 cities=2 more than 4 to 5 cities =3 more than 5 cities=5	5
3	Total Revenue in last 3 FYs (16-17, 15-16 & 14-15)	75 Cr. cumulative	To be certified by Chartered Accountant	75Cr=5 more than 75 Cr to 100 Cr=7 More than 100 Cr=10	10
4	The firm should be a direct Broker and have experience of operating as licensed direct insurance broker	For a minimum period of 5 years as on 31.3.18	Suitable proof for the same. The composition of the board duly supported by documentary proof	5 years =5 more than 5 years=10	10
5	Overall Direct premium placed in the last Financial year (2016-17)	Rs. 20 Crore	Certifyed copy by Chartered Accountant	20 Cr=3 more than 20Cr to 25 Cr=5 more than 25=10	10
6	Out of above direct premium total Health premium placed in the last Financial year (2016-17)	Rs.5 Crore	Certifyed copy by Chartered Accountant	5 Cr =3 more than 5 to 7 Cr. =5 more than 7 Cr=10	10
7	Total number of employees (excl contract & sub contract employees) as on date of submission of EOI	50 Nos.	list to be certified by Chartered Accountant	50 emloyees= 5 more than 50 to 75=8 more than 25=10	10

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EVALUATION CRITERIA FOR ENGAGEMENT OF INSURANCE BROKER — Annexure-I

Sno.	Particulars	Minimum requirement	Supporting document	Evaluation of marks	Maximum marks
8	Number of PSUs/Government clients serviced	2	Proof to be attached by way of certificate from concerned PSU.	2 Nos. = 2 more than 2 to 3= 3 more than 3 =5	5
9	Number of corporate group mediclaim single policy(s) covering minimum of 5000 lives in the last FY (16-17)	1	List to be certified by chartered accountant	1 No. = 3 more than 1 to 2= 5 more than 2 =10	10
10	Number of Corporate clients serviced during last Financial year (2016-17)		List to be certified by chartered accountant	upto 5 clients. = 2 more than 5 to 10= 3 more than 10 =5	5
11	Number of group mediclaim policies serving		List to be certified by chartered accountant	upto 10 policies= 2 more than 10 to 15= 3 more than 15 =5	5
12	Discretion of the Evaluation committee to award marks based on presentation. Criteria will be value additions by the Insurance Broker and the claim handling techniques and to manage policy on web based application system				10
				Total Marks	100

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