



महाराष्ट्र राज्य वखार महामंडळ

(शासनाचा सार्वजनिक उपक्रम)

५८३/ब, गुलटेकडी, मार्केट यार्ड, पुणे ४११ ०३७,

RFP NOTICE

विमा ब्रोकर नियुक्ती प्रपत्र (कालावधी २०२२ ते २०२३)

महाराष्ट्र राज्य वखार महामंडळ व्यवसायाच्या व्याप्ती तथा कामकाजाचे स्वरूपानुसार योग्य विमा पॉलिसी घेण्याकरिता विमा ब्रोकरची नियुक्ती करणेबाबत विमा ब्रोकर यांचेकडून RFP पध्दतीने बंद लिफाफ्याद्वारे प्रपत्र मागवीत आहे.

निविदेचा कार्यक्रम :

| | | |
|---|---|--|
| १ | RFP दस्तऐवज विक्रीचा कालावधी | ११/०५/२०२२ ते २३/०५/२०२२ दुपारी ३.०० पर्यंत |
| २ | ऑनलाईन RFP दस्तऐवज जमा करण्याची अंतिम तारीख | दि.२३/०५/२०२२ दुपारी ३.०० पर्यंत |
| ३ | RFP दस्तऐवज पूर्व बैठक (Pre Bid Meeting) | दि. १७/०५/२०२२ रोजी दुपारी ४.०० वाजता मुख्य कार्यालय, पुणे |
| ४ | ऑनलाईन RFP दस्तऐवज उघडण्याची दिनांक व वेळ | दि.२३/०५/२०२२ दुपारी ४.०० वाजेपर्यंत. |

RFP दस्तऐवज आणि RFP Proposal सविस्तर माहिती महामंडळाच्या www.mswarehousing.com या संकेत स्थळावर उपलब्ध आहे. दस्तावेज योग्य प्रकारे अचुक वाचनीय स्वरूपात, स्पष्टपणे स्कॅन करुन प्रत्येक पानावर RFP दस्तऐवजने स्वाक्षरी करुन बंद लिफाफ्यामध्ये मुख्य कार्यालय पुणे येथे कालमर्यादेत सादर करावे.

मा. अध्यक्ष व व्यवस्थापकीय संचालक



MAHARASHTRA STATE WAREHOUSING CORPORATION

GOVERNMENT OF MAHARASHTRA UNDERTAKING

583/B, Market Yard, Gultekadi, PUNE-411 037

Tel.020-24206800/842

Email :- qcbranch.ho@mswc.in Website : www.mswarehousing.com

RFP No. MSWC/BD & QC/INS/19/2022

2022-23

**Request for Proposal (RFP) for engagement of the Services of Insurance
Broker
At MSWC, HO, Pune.**

Cost of bid : Rs. 5,000/- plus GST Rs. 900/-

Security Deposit : Rs. 2,00,000/-



MAHARSHTRA STATE WAREHOUSING CORPORATION, PUNE
(A Government of Maharashtra Undertaking)
(Department of Co-operation, Marketing and Textiles, Government of Maharashtra)
583/B, Market Yard, Gultekadi, PUNE-411 037

RFP NOTICE No. MSWC/BD & QC/INS//19/2022

Request for Proposal for the engagement of the Services of Insurance Broker at MSWC, HO, Pune.

Details of RFP,

| S N | Name of Work | Period of Contract | Cost of RFP documents |
|--------|--|--------------------------------------|--|
| 1 | Insurance Broker having experience of insurance policies of stock, godown, fidelity policy etc. and claim settlement | One year further extendable one year | Rs. 5,000/- plus GST Rs.900/- total Rs. 5,900/- |

Bid time table

| Sr. No. | Content | Date and Time |
|---------|--|--|
| 1. | Issue of RFP document | 11.05.2022 |
| 2. | Due date for submission of written queries for document clarifications | 17.05.2022 (upto 12.30hrs.) |
| 3. | Pre-bid conference | 17.05.2022 (16.00 hrs.) at H.O. |
| 4. | Last date for RFP submission | 23.05.2022 up to 15.00 hrs. |
| 5. | Date of RFP opening | On 23.05.2022 at 16.00hrs. |
| 6. | Date of Presentation | Will be informed separately to the successful bidder via email |

1. Agencies are requested to download RFP document at their own cost from the website www.mswarehousing.com (website of MSWC). The RFP document should be submitted in sealed enveloped on or before the date and time mentioned in the bid time table.
2. Any queries regarding tender may be communicated to HOD, BD&QC Department, MSWC by email or contact no given in the bid document. (Email Id qcbranch.ho@mswc.in)
3. Right to reject any or all tenders without assigning any reason is reserved with MSWC.

Chairman and Managing Director

MAHARSHTRA STATE WAREHOUSING CORPORATION, PUNE
(A Government of Maharashtra Undertaking)
(Department of Co-operation, Marketing and Textiles, Government of Maharashtra)
583/B, Market Yard, Gultekadi, PUNE-411 037
Tel. 020-24206842/800
Email: - qcbranch.ho@mswc.in Website: www.mswarehousing.com

**Request for Proposal for engagement of Insurance Broker
At MSWC, HO, Pune.**

RFP NOTICE

Notice No. MSWC/BD & QC/INS/19/2022

Maharashtra State Warehousing Corporation (MSWC) invites proposals only in sealed envelope from reputed, experienced and well established Insurance Broking Firms registered/ issued license by the Insurance Regulatory and Development Authority (IRDA) of India. License category are eligible for engagement under Contract.

The RFP documents can be viewed on the website of MSWC (www.mswarehousing.com) and it is downloadable.

Bidders are requested to note the following important dates:

| Sr. No. | Content | Date and Time |
|---------|--|--|
| 1. | Issue of RFP document | 11.05.2022 |
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Chairman & Managing Director
Maharashtra State Warehousing Corporation

DISCLAIMER

1. Though adequate care has been taken in the preparation of this document, the applicant submitting application should satisfy itself that the document is complete in all respects.
2. The authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this tender document or arising in any way with pre-qualification of applicants for participation in the bidding process.
3. The authority reserves the right, without any obligation or liability, to accept or reject any or all the applications submitted in response to this tender notice at any stage of the process, to withhold or withdraw or to cancel or modify the process of this tender, at any time, without assigning any reason whatsoever.
4. The authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document.

DEFINITIONS / ABBREVIATIONS

- Bid/Tender** : Tender for Insurance Broker
- Authority** : “Authority” means Chairman and Managing Director, Maharashtra State Warehousing Corporation or his representative
- BD & QC** : Business Development and Quality Control branch of MSWC
- CFS** : Container Freight Station
- HOD** : Head of Department
- MSWC** : Maharashtra State Warehousing Corporation
- LOA** : Letter of Argument

Schedule of RFP Process

| Sr. No. | Content | Date and Time |
|---------|--|--|
| 1. | Issue of RFP document | 11.05.2022 |
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EXECUTIVE SUMMARY: -

Maharashtra State Warehousing Corporation (MSWC) was established on 8th August,1957, under the Agriculture Produce (Development & Warehousing) Act,1956, which was subsequently replaced by the Warehousing Corporations Act,1962. The functioning of the State Warehousing Corporation is done on the basis of said Act & the detailed procedure formulated under Bombay Warehouses Act,1959 and Bombay Warehouses Rules,1960 duly amended from time to time. As per the Act, MSWC has two shareholders, Government of Maharashtra and Central Warehousing Corporation with 50% Shares each. The Board of Directors of MSWC consists of 5 directors nominated by Government of Maharashtra and 5 Directors by CWC and the Chairman & Managing Director is appointed by Government of Maharashtra.

Maharashtra State Warehousing Corporation is one of the oldest State Warehousing Corporations in the country. It started with 3 warehousing centers and has now grown to the extent of 206 centers at present with a total storage capacity of 18.44Lakhs M.Ts. (as on 31st March 2022). Warehousing activities of MSWC include scientific storage of food grains, fertilizers, industrial goods, cotton bales, cement, and at some places it runs Public Bonded Warehouse. Depositors can avail credit from banks by pledging their Warehouse Receipt.

The Corporation has its Administrative Headquarters at Pune. It has 8 Regional Offices located at Mumbai, Pune, Aurangabad, Amravati, Latur, Kolhapur, Nashik and Nagpur. Each Regional Office is headed by a Regional Manager who controls administrative activity in that region comprising of warehousing complexes. Besides the 206 warehousing complexes, MSWC is also running a Container Freight Station situated at Dronagiri Node, Navi Mumbai since 2005.

Corporation has taken following insurance policies for the period 01.07.2021 to 30.06.2022.

| Sr. No | Policy | Sum Insured (Rs in lakhs) |
|--------|---|------------------------------|
| 1 | Fire Insurance Policy for Stock Hazardous) | 280000 |
| 2 | Fire Insurance Policy for Stock (Non-Hazardous) | 170000 |
| 3 | Fire Insurance Policy for Godown | 47500 |
| 4 | Burglary Insurance Policy for Stock | 15000 |
| 5 | Burglary Insurance Policy for Equipment's | 4000 |
| 6 | Fidelity Guarantee Policy | 2000 |
| 7 | Electronic Equipment Policy for Data Centre | 160 |
| 8 | Custom Duty All Risk Insurance Policy | 7000 |
| 9 | Fire policy of Assets | 4000 |
| | Total | 529660 |

The insurable value for the period of insurance covered from 01/07/2022 to 30/06/2023 is expected to vary by above 10%.

MSWC requires the services of Insurance broker for taking appropriate policies, guidance in submission of documents to the surveyor, settlement of pending and unforeseen insurance claims.

The present tentative requirement of insurance broker is projected as follows:

- Risk Study/analysis to understand the Risk perception and designing Insurance Proposals for MSWC
- Technical guidance on finalizing proposals for different Insurance Covers
- Scrutiny of Insurance documents and liaison for getting the amendments if any, done from time to time.
- Keeping close track for getting the refund of premium from Insurers wherever due.
- Total liaison in Insurance Claim process to ensure prompt and proper settlement of claim.
- Regularly attend call visit.
- Periodical visits to the Clients besides attending “on Call Visits”
- Any other Insurance related work.
- Settlement of current and pending Insurance Claims of Corporation.
- Technical assistance on Insurance Claims where the loss assessment is not found in line with the Policy framework.

Request Inviting proposals

Subject: Request for proposal for engagement of Insurance Broker at MSWC, HO, Pune.

Maharashtra State Warehousing Corporation (MSWC) invites proposals only in sealed covers or envelopes from reputed, experienced and registered (IRDA licensed) bidders.

1. Bidders are requested to note the following important dates:

| Sr. No. | Content | Date and Time |
|---------|--|--|
| 1. | Issue of RFP document | 11.05.2022 |
| 2. | Due date for submission of written queries for document clarifications | 17.05.2022 (upto 12.30 hrs.) |
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2. Interested bidders may submit their offer as per the details and terms & conditions given in RFP document which can be obtained from MSWC website www.mswarehousing.com upto 23/05/2022 (upto 15.00 hrs.) on any working day.
3. Maharashtra State Warehousing Corporation reserves the right to accept or reject any / all tender offers.
4. Further information regarding extension of submission of RFP, date of opening of RFP, amendments, etc. shall be posted on website www.mswarehousing.com.

SECTION I : INSTRUCTIONS TO BIDDERS

1. General

1.1 MSWC invites proposals for appointment of Insurance Broker to provide broking services for Insurance requirements of MSWC to cover all type of insurance policies. Broking services here include assistance in pre-placement, placement, post-placement of insurance requirements of MSWC and other aspects related to insurance covers of MSWC.

- a. Reputed and well-established Insurance Broking registered firms issued license by Insurance Regulatory and Development Authority (IRDA) under General and Life Insurance Stream having Direct License are only eligible for the appointment under this Contract.
- b. MSWC as per requirement of the proposal may modify the Request for Proposal before the last date of submission of proposal. The amendments so, will be notified and shall be binding on the prospective respondents.
- c. MSWC reserves the right to accept or reject any or all the proposals fully or partly without assigning any reasons.
- d. MSWC intends to select one insurance broking firm under this Contract.
- e. During pre-qualification and evaluation of the Proposals, MSWC may, at its discretion, ask respondents for clarifications on their proposal, wherein, the respondents are required to respond within the time frame prescribed by MSWC.
- f. Proposals need to be submitted in hard copy in a sealed envelope. Proposals received by facsimile shall be treated as defective, invalid and will be rejected. Only detailed complete proposals in the form indicated, received prior to the closing time and date of the proposals shall be treated as valid. Respondents are not permitted to modify, substitute, or withdraw proposal after its submission.
- g. The proposal should be submitted along with the covering letter detailing the proposal, along with the information/documents indicated in the Annexure and the declaration, signed by the authorized signatory with the Seal of the Company. All the pages of the proposal are required to be signed.
- h. No cost will be borne by MSWC towards preparation and submission of the proposals.
- i. The tenure of the Insurance Broking Firm would be for one policy year and may be renewed thereafter depending on the performance and adherence to the terms and conditions.

1.2 Standards of Performance

The Broker shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology with safe and effective diligence and methods. The Broker shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

1.3 Terms of Reference

The scope of Services to be performed by the Broker is specified in the Terms of Reference (the “TOR”) of this Contract. The Broker shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

1.4 Applicable Laws

The Broker shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel and agents of the Broker comply with the Applicable Laws.

a. Ethics/Practice

- i. The Broker and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”). Notwithstanding anything to the contrary contained in this Contract, the Authority shall be entitled to terminate the services forthwith by a communication in writing to the Broker, without being liable in any manner whatsoever to the Broker, if it determines that the Broker has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process before or after entering into this Contract. Genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.
- ii. Without prejudice to the rights the Authority may have under this Contract, if the Broker is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process before or after the execution of this Contract, the Broker shall not be eligible to participate in any tender or RFP issued during a period of 3 (three) years from the date the Broker is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- iii. Following terms shall have the meaning of Prohibited Practices hereinafter respectively assigned to them:
 1. “**corrupt practice**” means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Contract before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at

any time has been or is a legal, financial or technical adviser to the Authority in relation to any matter concerning the Project;

2. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
3. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Contract;
4. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
5. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

b. Confidentiality

- i) The Broker and the Personnel shall not, either during the term after the expiration or termination of this Contract disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Broker and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or Contractors of the Authority; and any other information which the Broker is under an obligation to keep confidential in relation to the Project, the Services or this Contract without the prior written consent of the Authority.
- ii) Notwithstanding the aforesaid, the Broker and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:
 - 1) was in the public domain prior to its delivery to the Broker and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Broker and the Personnel of either of them.,
 - 2) was obtained from a third party with no known duty to maintain its confidentiality;
 - 3) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Broker and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
 - 4) is provided to the professional advisers, agents, auditors or representatives of the Broker or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Broker or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure

compliance with such undertaking.

c. Liability of the Broker

- i. The Broker's liability under this Contract shall be determined by the Applicable Laws and the provisions hereof.
- ii. The Broker shall, subject to the limitation be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- iii. The Parties hereto agree that in case of negligence or willful misconduct on the part of the Broker or on the part of any person or firm acting on behalf of the Broker in carrying out the Services, the Broker, with respect to damage caused to the Authority's property, shall not be liable to the Authority, for any indirect or consequential loss or damage; and for any direct loss or damage will be recover from broker.

d. Accounting and auditing

The Broker shall keep accurate and systematic accounts and records in respect of the Services provided under this Contract, in accordance with internationally accepted accounting principles and standards.

e. Reporting obligations

The Broker shall submit to the Authority the reports and documents specified in the Contract, in the form, in the numbers and within the time periods set forth therein.

f. Documents prepared by the Broker to be property of the Authority

- i. All reports and other documents (collectively referred to as "**Broker Documents**") prepared by the Broker (or any Third Party) in performing the Services shall become and remain the property of the Authority and all intellectual property rights in such Broker Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Broker Document is created and the Broker agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Broker.
- ii. The Broker shall, not later than termination or expiration of this Contract, deliver all Broker Documents to the Authority, together with a detailed inventory thereof. The Broker may retain a copy of such Broker Documents. The Broker or a Third Party shall not use these Broker Documents for purposes unrelated to this Contract without the prior written approval of the Authority.
- iii. The Broker shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "**Claims**") which may arise from or due to any unauthorised use of such Broker Documents, or due to any breach or failure on part of the Broker or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

g. Materials furnished by the Authority

Materials made available to the Broker by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Contract, the Broker shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

h. Providing access to Project Office and Personnel

The Broker shall ensure that the Authority, and officials of the Authority having authorization from the Authority, are provided unrestricted access to the office of the Broker and to all Personnel during office hours. The Authority's official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Broker and verify the records relating to the Services for his satisfaction.

i. Accuracy of Documents

The Broker shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. It shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Broker or arises out of its failure to conform to good industry practice. The Broker shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

2. Broker's Personnel

a. General

The Broker shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

b. Deployment of Personnel

The designations, names and other particulars of each of the Broker's Key Personnel required in carrying out the Services are described in the contract.

c. Approval of Personnel

- i. The Key Personnel of the Contract are hereby approved by the Authority. No other Key Personnel shall be engaged without prior approval of the Authority.
- ii. If the Broker hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Broker may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof it shall be deemed to have been approved by the Authority.

d. Substitution of Key Personnel

- i) The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Contract. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Broker and the concerned Key Personnel. Such substitution shall be limited to 1 (one) Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- ii) The Broker should specifically note that substitution of the Team Leader will not normally be considered during the implementation of the Contract and may lead to disqualification of the Applicant or termination of the Contract.

e. Team Leader

The person designated as the Team Leader of the Broker's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

3. Obligation of the Authority.

a. Assistance in clearances etc.

Unless otherwise specified in the Contract, the Authority shall make best efforts to ensure that the Government shall:

- i) provide the Broker and Personnel with work permits and such other documents as may be necessary to enable the Broker or Personnel to perform the Services;
- ii) facilitate prompt clearance through customs of any property required for the Services; and
- iii) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

b. Access to land and property

The Authority warrants that the Broker shall have, free of charge, unimpeded access to the site of the Corporation in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Broker as and when so required, the Parties shall agree on the time extension, as may be appropriate, for the performance of Services.

4. Fairness and Good Faith.

a. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

b. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that

this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action shall not give rise to a dispute subject to arbitration

5. Settlement of disputes.

a. Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

6. Arbitration

All disputes and difference arising out of or in any touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of Chairman and Managing Director or any person including any officer of the Corporation appointed by the Chairman & Managing Director of the Maharashtra State Warehousing Corporation. It is also a term of this contract that no person other than a person appointed aforesaid should act as an Arbitrator. Provided further that any demand for arbitration under the contract shall be in writing and made within one year of the date of termination or completion of the contract, otherwise the contractor shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of all liabilities whatsoever under the contract. The costs of and in connection with arbitration shall be fit the discretion of the arbitrator. subject as aforesaid, the Arbitration Act, 1940 shall apply to arbitration proceeding under this clause.

INTRODUCTION & INSTRUCTIONS FOR PROPOSALS

MSWC invites sealed proposals for appointment of Insurance Brokers / Consulting Firms to provide Broking / consultancy services for our insurance requirements to cover All Types of **Policy**, and to assist in pre-placement, placement, post-placement of our insurance requirements and other related aspects.

- a. Reputed and well-established Insurance Broking registered firms issued license by Insurance Regulatory and Development Authority (IRDA) under General and Life Insurance Stream having Direct License are only eligible for the appointment under this Contract.
- b. MSWC as per requirement of the proposal may modify the Request for Proposal before the last date of submission of proposal. The amendments so, will be notified and shall be binding on the prospective respondents.
- c. MSWC reserves the right to accept or reject any or all the proposals fully or partly without assigning any reasons.
- d. MSWC intends to select one insurance broking firm under this Contract.
- e. During pre-qualification and evaluation of the Proposals, MSWC may, at its discretion, ask respondents for clarifications on their proposal.
- f. The respondents are required to respond within the time frame prescribed by MSWC.
- g. Proposals need to be submitted hard copy in a sealed envelope. Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated, received prior to the closing time and date of the proposals shall be taken as valid. Respondents are not permitted to modify, substitute, or withdraw proposals after its submission.
- h. The proposal may be submitted along with the covering letter detailing the proposal, along with the information/documents indicated in the Annexure and the declaration, signed by the authorized signatory with Seal of the Company. All pages are required to be signed.
- i. ***No cost will be borne by MSWC towards preparation and submission of the proposals.***
- j. The tenure of the Insurance Broking/Consulting Firm would be for three policy year and may be renewed there after depending on the performance and adherence to the terms and conditions. MSWC will evaluate the proposals submitted by respondents in detail, based on the data submitted in the Annexure. Top three firms would be invited to make presentation, before selecting one of the firms as Insurance Broker /Consultant to be associated with MSWC. The proposal may be addressed to:

The proposal may be submitted in sealed covers on the above address on or before **15 hours on 23rd May, 2022**

The covering letter, Annexure and the Declaration Certificate need to be submitted in hard form. All other supporting documents may be sent in sealed cover/envelope.

In case of any query/ clarifications, Insurance Broking may contact: 020-24206847/842.

SECTION II: RFP INFORMATION AND ELIGIBILITY CRITERIA

2.0 RFP Document Information

2.1 While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this tender document may wish to consult their own legal advisers in relation to this tender. All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by MSWC on the basis of this **RFP**.

2.2 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of MSWC. Any notification of preferred Bidder status by MSWC shall not give rise to any enforceable rights by the bidder. MSWC may cancel this **RFP** at any time prior to a formal written contract agreement being executed by or on behalf of MSWC. This **RFP** supersedes and replaces any previous public documentation & communications, and bidders should place no reliance on such communications.

2.3 This section specifies the procedures to be followed by bidders in the preparation and submission of their **RFP**. Information is also provided on the submission, opening, and evaluation of **RFP** and on the award of contract. It is important that the bidder carefully reads and examines the **RFP** document.

2.4 Availability of RFP document

The **RFP** documents can be viewed and downloadable from the website of MSWC (www.mswarehousing.com).

2.5 Preparation and Submission of Proposal

2.5.1 Completeness of Proposals

Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender document carefully. Submission of **RFP** shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. The response to this **RFP** should be full and complete in all respects. Failure to furnish the information required by the **RFP** documents or submission of a proposal not substantially responsive to the **RFP** documents in every aspect will be at the bidder's risk and may result in rejection of the proposal. The **RFP** document is not transferable to any other bidder.

2.5.2 Language

The **RFP** as well as all correspondence and documents relating to the bid exchanged by the bidder and MSWC, shall be in English and/or Marathi language only.

2.5.3 **Submission of RFP in sealed envelopes.**

The bidder is responsible for downloading **RFP** document from website of MSWC at its own cost. The bidder shall submit the proposals in sealed envelopes and are requested to note the following:

- i) The technical proposal should be submitted only in sealed envelope.
- ii) Technical proposal – The RFP documents should have sign on each page with name mentioning “Technical proposal documents for MSWC RFP.
- iii) Conditional proposals shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the **RFP**. The same should be raised at the time of pre-bid conference.
- iv) Bidders are advised to submit the proposals well before time to avoid last minute issues.
- v) The RFP documents is to be submitted in Business Development & Quality Control Branch at H.O.Pune physically on or before the time limit i.e. date and time given for submission of **RFP** documents. Or in case of **RFP** submitted by postal or any other mode must reach before scheduled time of last date of submission in any case. The **RFP** received after due time shall not be considered.
- vi) The **RFP** cost of Rs. 5900/- (Rs. 5,000/- + GST Rs. 900/-) is to be deposited in the account of MSWC by NEFT. Details of the deposit i.e. UTR no. should be shared to MSWC vide submitting the **RFP** documents. The bank details in which **RFP** cost has to be deposited is as follows

Name of the account – Maharashtra State Warehousing Corporation
Name of the Bank – Union Bank of India, (Security Deposit A/c)
Branch – Market Yard
A/c No. – 438902010184693
IFSC Code – UBIN0543896

2.5.4 **Cost and Currency**

All currency will be in Indian Rupees only. the price will remain fixed for the period of the contract and no changes for any reason whatsoever will be allowed. The bidder shall bear all the costs associated with the preparation and submission of its bid, and MSWC will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

2.5.5 **Interpretation of the clauses in the RFP Document**

In case of any ambiguity in the interpretation of any of the clauses in the tender, by signing this **RFP** document, the bidder agrees to abide by the interpretation of the clauses by the Chairman & Managing Director, MSWC and which shall be final and binding on the bidder. The decision taken by MSWC in the process of **RFP** evaluation will be full and final.

2.5.6 Amendment to RFP Document

At any time prior to the deadline for submission of **RFP**, MSWC for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify/amend the **RFP** documents. All such communication shall be posted on website and bidders are requested to visit the MSWC website for updates & modification.

2.5.7 RFP Data Sheet

| Particular | Details |
|--|--|
| RFP number | MSWC/BD & QC/INS/19/2022 |
| Client | Maharashtra State Warehousing Corporation, (A Government of Maharashtra Undertaking) |
| Address and concerned person for correspondence | Chairman and Managing Director, 583/B, Market Yard, Gultekadi, Pune, 411 037. Phone: +91-020-24206800, 842 |
| Point of contact related to this RFP document | Mrs. Swati A. Shinde, Manager (BD & QC); +91-8408882551/ 020-24206846; qcbranch.ho@mswc.in |
| Method of submission of RFP | In sealed envelopes physically at BD & QC branch, H.O., MSWC, Pune-37 |
| Pre-bid meeting | 17.05.2022 (16.00 hrs) at H.O. Maharashtra State Warehousing Corporation, near Market Yard Post Office, Gultekadi, Pune-37. |
| RFP submission | On or before 23.05.2022 up to 15.00 hrs |
| Date and time for opening of technical Proposal | On 23.05.2022 at 16.00 hrs |

Note: All corrigendum/ addendum shall be uploaded on the MSWC website.

2.5.8 Communication

- Only written communication with / from / between MSWC and bidder prior or post award of contract will be valid. All oral / verbal instructions have to be recorded in writing and approval taken to be considered as a valid instruction.
- All communication shall be addressed to the Chairman and Managing Director, Maharashtra State Warehousing Corporation.

The Insurance Broking has to satisfy the following Pre-qualification criteria to apply for engagement. Respondent satisfying the following criteria are eligible to submit Request for Proposal (RFP):

a. Eligibility Criteria

The Insurance Broking/Consulting Firm has to satisfy the following Pre-qualification criteria to apply for engagement. Respondent satisfying the following criteria are eligible to submit Request for Proposal (RFP):

| Sr. No. | Details |
|---------|---|
| 1. | The Insurance Broking Firm should have the Turnover of Minimum average Rs.10 Cr. per annum in last 5 financial years from 2016-17, 2017-18, 2018-19, 2019-20, 2020-21. |
| 2. | The firm / company should have been in existence in India for a period of at least 10 Years on date of Tender (i.e. the licenses have been renewed at least Three Times by IRDA and that such license should not have been suspended or cancelled by the IRDA any time in the last 10 years). |
| 3. | The insurance Broking Firm should have Five responsible people having insurance experience more than 10 years. |
| 4 | The broking Firm should currently be serving at least one client pertaining to any of the client (Sum Insured Above Rs.2500 Cr.) |
| 5 | The firm should have: - i) At least 10 Corporate client (average per annum in last 5 years of which at least 2 must be Public sector Clients). ii) Should have more than 1 clients having insurable value with premium of amount of Rs.5 crores and above. iii) Should have experience in claims handling /dealing with Same Kind of Business. iv) Should have experience in Property other than GMC claims handing above Rs.5 Cr (At least One Claim in past five years) |
| 6 | The firm should have an office in Pune Metropolitan Region. |

Disqualifications

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

- 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) Been declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.

b. Terms of Reference (TOR)

Scope of work

1. a) Placement Services

- i) Insurer selection process& Binding of Insurance cover
- ii) The Insurance Broker would be assisting MSWC in selection of Insurer& bidding process.
- iii) To provide insurance related advisories as and where required by MSWC
- iv) To facilitate the settlement of insurance claims.

b) Placement strategy

- i) Determine valuation criteria for Insurer selection in association with MSWC
- ii) Draft RFP (request for proposal) to be shared with MSWC for approval prior to distribution
 - o Assess MSWC 's service requirements and Insurer capabilities in the marketplace
 - o Request placement quotations from Insurers (through sealed bids)

c) Devising Quotation: comparison, analysis & negotiation process

- i) Evaluate quotes
- ii) Facilitate Insurer meetings
- iii) Assist in negotiating the best price from the Insurer

d) Recommendation & placement confirmation

- i) Recommend Insurer
- ii) Placement as per agreed terms and conditions

e) Policy analysis

- i) To ensure policy terms & conditions as per the RFP provided
- ii) Data consolidation for policy issuance

2. Post Placement Services

Insurance Broker would be functioning as an arm of MSWC and would be assisting in the Post Placement Process of the program. Insurance Broker would undertake the following action Items as Post Placement.

i) Servicing Support

Designing the Service Level Contract to be signed between Vendor and MSWC highlighting the scope of services and time lines. Single point of contact for all Policy vetting services. Establish clear scalation matrix for query solution.

ii) Communication support

Communication assistance for change management in case of any major change in plan and design. RFP/1/2022

c. Documents Required –

| Sr. No. | Details | Documents required |
|---------|---|--|
| 1. | The Insurance Broking Firm should have the Turnover of Minimum average of Rs. 10cr per annum in last 5 financial years from 2016-17, 2017-18, 2018-19, 2019-20, 2020-21. | 1. Balance sheet 2. C.A. Certificate showing year wise turnover |
| 2. | The firm / company should have been in existence in India for a period of at least 10 Years on date of RFP (i.e. the licenses have been renewed at least Three Times by IRDA and that such license should not have been suspended or cancelled by the IRDA at any time in the last 10 years). | 1. IRDA License |
| 3. | The insurance Broking Firm should have minimum Five people having insurance experience more than 10 years. | 1. CV's of concern |
| 4 | The broking Firm should currently be serving at least one client pertaining to any of the client (Sum Insured Above Rs.2500 cr.) during the last 5years | 1. Policy copy |
| 5 | The firm should have: - i) At least 10 Corporate clients (average per annum in last 5 years of which at least 2 must be public sector Clients) ii) Should have more than 1 clients having insurable value with premium of amount of Rs.5 crores and above. iii) Should have experience in claims handling /dealing with Same Kind Of Business. | 1. Order copy 2. Policy copy 3. Supporting documents |
| 6 | The firm should have an office in Pune Metropolitan Region. | Supporting documents |
| 7 | Experience documents | Supporting documents |
| 7.1 | Copies of Insurance policies with broker name with self-attested policy copies | Supporting documents |
| 7.2 | Claim settlement ratio of the broker | Supporting documents |
| 7.3 | Claim settlement period | Supporting documents |
| 7.4 | Underwrite Insurance premium | Supporting documents |
| 7.5 | Underwrite Insurance value | Supporting documents |
| 7.6 | Proforma of Declaration Certificate dully signed. | |

d. SHORT LISTING OF BROKER

| SR. NO. | Criteria | Allowable marks | Maximum marks |
|---------|---|-----------------|---------------|
| 1 | Office of The Firm | 10 | 10 |
| 1.1 | Office in Pune | | |
| 2.1 | The broking Firm should currently be serving Government organization or having work experience with Government organization during last 10 years minimum. | 5 | 10 |
| 2.2 | One mark each for each additional one year maximum 10 marks | 5 | |
| 3.1 | The insurance Broking Firms should have one promoter/ Director or officers having insurance experience of 10 years | 5 | 10 |
| 3.2 | 10 to 15 years maximum 1 mark for each additional year. | 5 | |
| 4.1 | The Broker's IRDA license should be valid while 10 year (maximum 10 marks). | 5 | 10 |
| 4.2 | 10 to 15 years maximum 1 mark for each additional year. | 5 | |
| 5 | At least 10 Corporate clients, preferable experience as mentioned (maximum 10 marks). | | 10 |
| 5.1 | Minimum 10 Corporate Clients | 3 | |
| 5.2 | Experience of working with at least 2 PSU's | 2 | |
| 5.3 | Experience of working with warehousing Corporations/CWC/SWC maximum marks each Maximum 3 | 3 | |
| 5.4 | Experience of working with private sectors warehousing more than 3 one mark for each sector. (Maximum marks 2) | 2 | |
| 6 | Financial Strength of the Broker | 5 | 10 |
| 6.1 | Financial Strength of the Broker should have at least 10 crores for each financial year | | |
| 6.2 | If financial strength is more than 10 crore one mark for increase by one crore. (Maximum marks 5) | 5 | |
| 7 | Presentation before committee (Committee decision is final) | 20 | 20 |
| | Grand Total | | 80 |

Bidders getting minimum 30 marks from sr. no. 1 to 6 will qualify. Among them top 5 bidders will be called for presentation the total maximum score for above will be 80 marks. Decision of committee is final.

PROFORMA OF DECLARATION CERTIFICATE

We have not been suspended/Blacklisted/Debarred by Central/State Govt. Ministry Department Public Sector Undertaking /IRDA/SEBI/ Autonomous Body/Financial Institution/Court.

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

Signature of the Authorized Signatory

With Seal

Place:

Date:

PROFORMA OF TECHNICAL EVALUTION SHEET

| Sr. No. | Particulars | Page Number of the Document enclosed with Tender certifying qualification |
|---------|--|---|
| 1 | Company Details- Name- Address- Phone No.- | |
| 2 | The RFP document fees paid details along with UTR No. | |
| 3 | The firm should have an office in Pune Metropolitan Region. | |
| 4 | The Broker's IRDA license should be valid for last 10 years. | |
| 5 | Firms should have one promoter/ Director or officers having insurance experience of 10 years | |
| 6 | Currently serving at least one client pertaining to Public Sector client (Sum Insured Above Rs.2500 Cr.) | |
| 7 | The insurance Broking Firm should have Five responsible people having insurance experience more than 10 years. | |
| 8 | Financial Strength of the Broker should have at least 10 crores for each financial year | |
| 9 | The Insurance Broking Firm should have the Turnover of Minimum average Rs. 10cr per annum in last 5 financial years from 2016-17, 2017-18, 2018-19, 2019-20, 2020-21. | |
| 10 | The firm / company should have been in existence in India for a period of at least 10 Years on date of Tender (i.e. the licenses have been renewed at least Three Times by IRDA and that such license should not have been suspended or cancelled by the IRDA any time in the last 10 years). | |
| 11 | The firm should have: - i) At least 10 Corporate clients (average per annum in last 5 years of which at least 2 must be Public sector Clients) ii) Should have more than 1 clients having insurable value with premium of amount of Rs.5 crores and above. iii) Should have experience in claims handling /dealing with Same Kind Of Business. iv) Should have experience in Property other than GMC claims handling above Rs.5 cr (At least One Claim in past five years) | |
| 12 | Copies of Insurance policies with broker name with self-attested policy copies | |
| 13 | Claim settlement ratio of the broker | |
| 14 | Claim settlement period | |
| 15 | Underwrite Insurance premium | |
| 16 | Underwrite Insurance value | |

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