



MEGHALAYA ENERGY CORPORATION LIMITED

Corporate Identification Number: U40101ML2009SGC008374

'ACCOUNTS DEPARTMENT'

'LUM JINGSHAI', SHILLONG – 793 001

Phone No : 0364-2590194 Fax No : 0364 – 2591344.

No. ACM(II)/1216(A)/2014/87

Dated 18th November 2022

EXPRESSION OF INTEREST

Expression of interest is hereby invited from reputed Firm/Firms for appointment of IRDAI registered Direct Insurance Broker for insurance requirements for MeECL and its three subsidiaries engaged in the business of Generation, Transmission and Distribution of power in the state of Meghalaya. The submission of bid has been fixed till the **13th December 2022** up to **15:00 hrs.**

Interested bidders may log on to the website www.meecl.nic.in from the **21st November 2022** where the details of Terms of reference are available.

Firms may submit their bids in the prescribed format along with the Annexures so as to reach the Office of the undersigned within the above mentioned date and time. The bid offers will be opened on the **14th December 2022 at 15:00 hrs.** Further, for any queries, email may be sent to meeclcaobudget@gmail.com

(R. Warjri)
Chief Accounts Officer
MeECL, Shillong.

Memo No. ACM(II)/1216(A)/2014/87(a)

Dated 18th November 2022

Copy to:

1. The P.A. to the Chairman-cum-Managing Director, MeECL, Shillong for kind information of the CMD.
2. The Director Finance, MeECL, Shillong
3. The Director Corporate Affairs, MeECL, Shillong
4. The Director Generation, MeECL, Shillong
5. The Director Transmission, MeECL, Shillong
6. The Director Distribution, MeECL, Shillong
7. The Company Secretary, MeECL, Shillong
8. The Executive Engineer, Shillong, with a request to upload in MeECL website.
9. The Executive Engineer, Shillong, with a request to put up the notice in the Shillong office.
10. The Executive Engineer, Shillong, with a request to publish the notice in the English and local newspapers. Bill of exchange to be forwarded to this office for payment.

TENDER DOCUMENT

FOR

“Appointment of IRDAI registered Direct Insurance Broker for insurance requirements for MeECL and its three subsidiaries engaged in the business of Generation, Transmission and Distribution of Power in the State of Meghalaya”

TENDER NO. ACM(II)/1216(A)/2014/87

IMPORTANT DATES

TENDER ISSUE PERIOD:

21st November 2022, 10:00HRS

CLOSING DATE & TIME FOR BID SUBMISSION:

13th December 2022, 15:00 HRS.

(Sign & Stamp of Bidder)

Tender No. ACM(II)/1216(A)/2014/87
Appointment of IRDAI registered Direct Insurance Broker

Meghalaya Energy Corporation Limited
Lumjingshai, Short Round Road, Shillong, Meghalaya – 793 001.

Date:21.11.2022

Dear Sirs,

**NOTICE INVITING TENDER
UNDER SINGLE BID SYSTEM**

SEALED BIDS are invited for “Appointment of IRDAI registered Direct Insurance Broker for insurance requirements for MeECL and its three subsidiaries engaged in the business of Generation, Transmission and Distribution of Electric Power in the State of Meghalaya”.

The details of the tender are given below:

1.	Tender No.	ACM(II)/1216(A)/2014/87
2.	Description of work	Appointment of IRDAI registered Direct Insurance Broker for insurance requirements for MeECL and its three subsidiaries engaged in the business of Generation, Transmission and Distribution of Electric Power in the State of Meghalaya.
3.	Type of Tender	Domestic Open Tender under Single Bid System
4.	Tender Issue Period	21 st November 2022, 10:00 HRS
5.	Last date for submission of Queries	5 th December 2022 (through email only at meeclcaobudget@gmail.com and meecl_cao@yahoo.in)
6.	Closing date & time for bid submission	13 th December 2022, 15:00 HRS
7.	Date & Time of Opening of Bids.	14 th December 2022, 15:00 HRS
8.	Agreement duration	24 Months and may thereafter be extended further on same terms and conditions if, the performance of the selected Broker is found to be satisfactory.
9.	MeECL Site Address	The Assets are situated all over Meghalaya.
10.	Qualifying and Evaluation criteria	As per Bid Eligibility Criteria (ANNEXURE VI)
11.	Bid Issuing & Submission office address	To, The Chief Accounts Officer, Meghalaya Energy Corporation Limited, LumJingshai, Short Round Road, Shillong, Meghalaya – 793 001.
12.	Bid validity	90 days from the date of opening of bid i.e. days from the date of opening of the bid till finalization of the bidder/broker.

(Sign & Stamp of Bidder)

Tender No. ACM(II)/1216(A)/2014/87
Appointment of IRDAI registered Direct Insurance Broker

Notes:

1. Tender is non-transferrable.
2. Single bid systems shall be followed for this tender.
3. Tender documents can be downloaded from the Meghalaya Energy Corporation Limited website address i.e. www.meecl.nic.in.
4. The MeECL expects the bidder to comply with the tender specification/conditions. The MeECL may seek any clarification after opening of the bids. The bidders not complying with the terms & conditions of the tender and offers indicating exceptions/ deviations may be rejected without seeking any clarification.
5. In case of unscheduled holiday in MeECL on any of the above prescribed dates, the next working day will be treated as Scheduled/ prescribed date of the corresponding event with time notified remaining the same.
6. In case of exigencies, the MeECL at its option may decide to extend tender opening date/ time in future which will be posted on the MeECL website for information. The Bidder should regularly visit MeECL website for the latest information in this regard.
7. The MeECL reserves the right to cancel or annul the tender or part thereof, without assigning any reason whatsoever.
8. Tenderers should take due care to submit tenders in accordance with requirement in sealed covers. Offers sent without Bid Bond will be rejected straight away.

For, Meghalaya Energy Corporation Limited

Sd/-

Name: R. Chitturi, IAS

Designation: Director (Finance)

Copy to:

- 1) The Chairman-cum-Managing Director, MeECL & Subs. for kind information of the authority.
- 2) The Director (Corporate Affairs), MeECL & Subs.
- 3) The Director (Transmission), MePTCL
- 4) The Director (Generation), MePGCL
- 5) The Director (Distribution), MePDCL
- 6) The Chief Accounts Officer, MeECL & Subs.

Sd/-

Name: R. Chitturi, IAS

Designation: Director (Finance)

(Sign & Stamp of Bidder)

Tender No. ACM(II)/1216(A)/2014/87
Appointment of IRDAI registered Direct Insurance Broker

ANNEXUREI**INSTRUCTIONS TO BIDDERS****1.0 INTRODUCTION**

The Meghalaya Energy Corporation Limited (MeECL) is the holding Company for three State Power Utilities of Meghalaya, incorporated under erstwhile the Companies Act 1956, promoted by Government of Meghalaya. The Assets of the Company situated all over the State of Meghalaya and generating Hydro Electricity, Transmission and Distribution of electric power.

The details of the facilities which the MeECL requires in the present instance and for which bids are hereby invited are described in Scope of Work, ANNEXUREIII.

The overall responsibility for the complete scope of work described in Scope of Work, ANNEXUREIII will rest with the Service Provider.

1.1. Eligibility and experience of the bidder

Bidders should meet the criteria set forth in the Bid Evaluation Criteria (BEC) as ANNEXURE VI.

1.2. Transfer of bidding documents

The Bidding document is not transferable.

1.3. Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the MeECL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process whatsoever in nature.

2.0 CONTENTS OF BIDDING DOCUMENT

2.1. The services required, bidding procedures and agreement terms are described in the bidding document.

2.2. The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents.

2.3. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tenders not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarifications. However, MeECL at its discretion may ask the bidders to comply/conform within stipulated time as the case maybe.

2.4. In addition to the Invitation for Bids, the bidding document includes:

ANNEXURE	Appendix	Details	Page No
ANNEXUREI	Instructions to Bidders		4-12
	Appendix-1	Bidder General Information	13-14
	Appendix-2	Bidding Document Acknowledgement proforma	15
	Appendix-3	Bid submission proforma	16
	Appendix-4	Bidders Past Services(Experience) Proforma	17

(Sign & Stamp of Bidder)

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	Appendix-5	Matrix for Pre qualification Evaluation.	18-23
	Appendix-6	Confirmations to be given by bidders.	24
	Appendix-7	Bid Compliance Statement	25
	Appendix-8	Authorization Letter for attending Tender Opening	26
	Appendix-9	Proforma of Certificate on Relative of Directors of MeECL	27
	Appendix-10	Undertaking for Authenticity of Documents	28
ANNEXURE II	General Conditions of Contract(GCC)		29-42
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ANNEXURE IV	Special Conditions of Contract(SCC)		45
ANNEXURE V	Assessment Criteria(AC)		46-51
ANNEXURE VI	Eligibility Criteria Certificate		52-53
ANNEXURE VII	LETTER OF UNDERTAKING		54

3.0 BID CLARIFICATION/AMENDMENT TO BIDDING DOCUMENT

- 3.1. At any time prior to the deadline for submission of bids, the MeECL may, for any reason, whether at its own initiative or in response to clarification(s) requested by prospective bidder(s), may modify the bidding documents by amendment(s), if felt necessary.
- 3.2. Amendments/reply on bidder queries (if any) will be uploaded on MeECL website. All bidders are requested to refer the MeECL website www.meecl.nic.in for Amendment/Reply/Extension if any, before submission of bid documents. Bidder should regularly visit MeECL website for the latest information in this regard.
- 3.3. In order to allow prospective Bidders reasonable time to take the amendments into account in preparing their bids, MeECL may, at its discretion, extend the deadline for the submission of bids.

4.0 PREPARATION OF BIDS

4.1. Language and Signing of Bid

- 4.1.1. If, a Bidder submits or participates in more than one bid, such bids shall be disqualified.
- 4.1.2. The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the MeECL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 4.1.3. Bids shall be submitted in the prescribed bid proforma duly filled in and signed and should be returned intact.
- 4.1.4. In the event of the space on the bid proforma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the tender number and should be duly signed. In such cases reference to the additional page(s) must be made in the bid.
- 4.1.5. The bid proforma referred to above, if not returned or if returned but not duly filled in will

be liable to result in rejection of the bid.

- 4.1.6. The Bidders are advised in their own interest to ensure that all the points brought out in the Matrix for Pre qualification Evaluation at Appendix-5 to ANNEXURE I are complied within their bid, failing which the offer is liable to be rejected.
- 4.1.7. The bid papers duly filled in and complete in all respects shall be submitted together with requisite information and ANNEXURES/Appendices. It shall be complete and free from ambiguity, change or interlineations.
- 4.1.8. The bidder should indicate at the time of quoting against this tender their full postal and fax addresses.
- 4.1.9. The Bidder shall sign its bid with the exact name of the firm/ company to whom the agreement is to be issued. The bid shall be duly signed and sealed by the authorized signatory of the Bidder's organization. The bid should be signed by the following person(s) followed by seal of the firm/company.
- a) Proprietorship Firm: Proprietor/Authorized person with Power of Attorney* (duly notarized/registered) from proprietor.
 - b) Partnership firm: All partners/ any one partner with Power of Attorney* (duly notarized/registered) duly issued by the partnership firm and signed by all other partners authorizing him to sign the bid on behalf of the partnership firm.
 - c) A limited Liability Partnership firm formed under the Limited liability partnership Act, 2008 and in compliance with 2(m)(iii) of the IRDA (Insurance Brokers) Regulations, 2018.
 - d) Private/Public Company: Authorized signatory of the company.

Authorisation needs to be supported by Board Resolution of the Company/Power of Attorney* duly issued by the Company/Articles of Association of the Company/**Principal Officer or Managing Director**. Following applicable supporting documents compulsorily needs to be submitted by the company (either notarized/registered)

- (i) Extract of Board Resolution of the company wherein authorized signatory has been authorized;
- (ii) Power of Attorney* duly issued by the company authorizing the person concern to sign the Bid;
- (iii) Extract of Board Resolution of the company wherein resolution for issuance of Power of Attorney has been passed;
- (iv) Extract of Board Resolution of the company wherein authorized signatory has been empowered to delegate his power to another employee of the company;
- (v) Relevant Extract of Articles of Association of the company.

(vi) Authorization Letter by Managing Director/Principal Officer to give Authority for

(Sign & Stamp of Bidder)

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Authorized signatory of the company

- e) Co-operative society: Chairman/Authorized representative with Power of Attorney* (duly notarized/ registered) duly issued by the Society and signed by authorized members of board.

* Power of Attorney (duly notarized/registered) should be typed/printed on a Non-Judicial Stamp paper duly issued in favour of the firm/company/society as the case maybe.

- 4.1.10. The bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.
- 4.1.11. The Power of Attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid including but not limited to the certified copy of extract of Board Resolution on the letter head of the Company/Firm/ Society recording proper authorizing with power to delegate authority, if any, in form of the signatory or another person. The MeECL may reject outright any bid not supported by adequate proof of the signatory's authority.
- 4.1.12. The Bidder shall have to accept all the terms and conditions as laid down in the bidding document in toto. In case of any deviations from any Tender Conditions, the same must be reflected in Appendix- 5 to ANNEXURE I invariably. However, taking exception/ deviations to any conditions of Bid Evaluation Criteria will lead to rejection of the tender despite their being reflected in Appendix-5 to ANNEXURE I.
- 4.1.13. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 4.1.14. The complete bid must be written by the bidders in indelible ink and Bids written in pencil will be rejected.

4.2. Submission of Evaluation Matrix

- 4.2.1. Prequalification Evaluation Matrix enclosed along with the tender document as Appendix- 5 to ANNEXURE is to be replied in Agreed/ Not Agreed and filled in with the reference page No. of their Pre-Qualification bid by the bidders.
- 4.2.2. Bidders are also required to confirm the points as per Appendix- 6 to ANNEXURE I to ensure their explicit confirmation of BEC. Bidder must submit the confirmation chart duly filled in alongwith bid, failing which their bids are liable to be rejected.

4.3. Clarification in respect of incomplete offers

- 4.3.1. MeECL has to finalize its agreement with in a limited time Schedule. Therefore, MeECL will not seek any clarifications in respect of incomplete offers unless the same is found necessary by MeECL. However, the discretion of MeECL will be considered as final.
- 4.3.2. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to MeECL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with MeECL's requirement will be rejected without seeking any clarification.

4.4. Documents comprising the Bid

The bid prepared by the Bidder shall comprise the following components, duly completed:

- a) Documentary evidence establishing
 - i) That the Bidder is eligible to bid and is qualified to perform the Agreement if its bid is accepted. The documentary evidence of the Bidder's qualifications to perform the Agreement, if its bid is accepted, shall be established to the MeECL's satisfaction:
 - ii) That the Bidder meets all the criteria prescribed in the Bid Eligibility Criteria (BEC).
- b) Documentary evidence that the services to be rendered by the Bidder conform to the requirements of bidding documents.
- c) All Appendices of the bidding document duly filled in.
- d) Bidder with relatives, etc., Directors/ Key Managerial Personnel of MeECL: The bidders are required to certify in prescribed format (Appendix- 9 to ANNEXURE I) whether he/ they is/are relative of any of the Directors/Key Managerial Personnel of MeECL (in terms of Section 184/188 of the Companies Act, 2013, as amended time to time) in any of the ways mentioned in the certificate. It is clarified that any such affirmative certificate shall not, by itself, prejudice consideration of the bid. This certificate must accompany the bid.
- e) The complete tender document along with all supportive documents must be self-attested by bidder with stamp and signature on each page.

4.5. Vague and Indefinite Expressions

Bids qualified by vague and indefinite expressions such as " Subject to availability", etc., will not be considered.

4.6. Period of Validity of Bids

- a) The Bid shall be valid for acceptance for the period as indicated in the "Notice Inviting Tender"(hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.
- b) In exceptional circumstances, prior to expiry of the original bid validity period, MeECL may request the bidder for a specified extension in the period of validity. The requests and the responses shall be made in writing. The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof. Bidder agreeing to the request for extension of validity of offer shall be required to extend the validity of Bid Security correspondingly.

5.0 Fax/XEROX/PHOTOCOPY/E-Mail BIDS:

Fax/Xerox/E-mail/Photocopy bids will not be considered.

6.0 SUBMISSION AND OPENING OF BIDS

6.1 Sealing and Marking of Bids

(Sign & Stamp of Bidder)

Tender No. ACM(II)/1216(A)/2014/87
Appointment of IRDAI registered Direct Insurance Broker

- Bids are to be submitted in "Single Bid System" in single envelope. Offers are to be submitted in sealed covers as under;
- Only one bid should be included in one cover. The outer cover should duly bear the tender number and date of closing/opening prominently underlined, along with the address of MeECL's Office as indicated in 'Notice Inviting Tender'.
- The outer cover shall indicate the name and complete address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- The right to ignore any offer, which fails to comply with the above instructions, is reserved with MeECL.
- Any change in quotation after opening of the tender WILL NOT BE CONSIDERED.
- MeECL will not be responsible for the loss of tender form or for the delay in postal transit.

6.2 Deadline for Submission of Bids

The Bid must be received by MeECL on the date, time and address as specified in 'Notice Inviting tender'. Offers sent by hand delivery should be put in the Tender Box at MeECL, Shillong office not later than on the above specified date and time. All out-station tenders, if sent by post, should be sent under registered cover or speed post or courier.

6.3 Late Bids

- a) Bidders are advised in their own interest to ensure that bid reaches the specified office well before the closing date and time of the bid.
- b) Any bid received after deadline for submission of bid, will be rejected and returned unopened.

6.4 Modification and Withdrawal of Bids

No bid will be modified after the deadline for submission of bids.

6.5 Opening of Bids

- a) The bid will be opened on the date and time indicated in "Notice Inviting Tender". The Bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form enclosed at Appendix-8 to ANNEXURE I here to must be forwarded to MeECL office along with bid and a copy of this letter must be produced in the MeECL office by the person attending the opening of bid.

Unless this letter is presented by him, he may not be allowed to attend the opening of bid.

- b) In case of unscheduled holiday on the closing/ opening day of bid, the next working day will be treated as Scheduled prescribed day of closing/ opening of bid; the time notified remaining the same.

7.0 EVALUATION OF BIDS

7.1 Evaluation and Comparison of Bids

Evaluation and comparison of bids will be done as per provisions of Bid Eligibility Criteria at Annexure VI and Assessment Criteria at Annexure V.

7.2 Unsolicited Post Tender Modifications

Unsolicited post-tender modification/correspondences will lead to straight away rejection of the offer.

7.3 Examination of Bid

- 7.3.1 MeECL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 7.3.2 MeECL will determine the conformity of each bid to the bidding documents. Bids falling under the purview of "Rejection Criteria" of the Bid Evaluation Criteria of the bidding document will be rejected.

7.4 Specifications

The Bidder must note that its Bid will be rejected in case the tender stipulations are not complied with strictly or the services offered do not conform to the required specifications indicated therein. The successful Bid will be determined from among those Bids, which are in full conformity with the required specifications.

7.5 Contacting MeECL

No bidder shall contact MeECL on any matter relating to its bid, from the time of the opening to the time the agreement is awarded, otherwise the bid will be straightaway rejected by the MeECL.

8.0 AWARD OF AGREEMENT

(Sign & Stamp of Bidder)

Tender No. ACM(II)/1216(A)/2014/87
Appointment of IRDAI registered Direct Insurance Broker

8.1 MeECL reserves the right to accept any bid and to reject any or all bids.

MeECL reserves the right to reject, accept or prefer any bid and to annul the bidding process and/or reject all bids at any time prior to award of Agreement, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for MeECL's action. MeECL also reserves to itself the right to accept any bid in part or split the order between two or more bidders. The decision by MeECL shall be treated as last and final in this case.

8.2 Notification of Award (NOA)

- a) Prior to the expiration of the period of bid validity, MeECL will notify the successful bidder in writing that its bid has been accepted.
- b) The Notification of Award will constitute the formation of the agreement.

9.0 CORRESPONDENCE

All correspondence shall bear reference to bid/tender number. All correspondence from Bidders shall be made to the following address:

To,

The Chief Accounts Officer,
Meghalaya Energy Corporation Limited,
LumJingshaj, Shillong, Meghalaya-793001

10.0 REPRESENTATION FROM THE BIDDER

10.1 In case any bidder makes any unsolicited communication in any manner after bids have been opened, the bid submitted by the particular bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.

10.2 Further, if the tender has to be closed because of such rejection, and the job has to be re-tendered, then the particular bidder shall not be allowed to bid in there-tender.

10.3 The above provision will not prevent any bidder from making representation in connection with processing of tender directly and only to the Director (Finance),MeECL. However, if such representation is found by Director (Finance), MeECL to be un-substantiative and/or frivolous and if the tender has to be closed because of the delays/disruptions caused by such representations and the job has to be re-tendered, then such bidder will not be allowed to participate in the re-invited tender. In case, any bidder while making such representations to Director (Finance),

MeECL also involves other officials of MeECL and/or solicits/ invokes external intervention other than as may be permitted under the Law and if the tender has to be closed because of the delays/ disruptions caused by such interventions and has to be re-tendered, then the particular bidder will not be allowed to participate in the re-invited tender.

11.0 SITE VISIT

The Bidder is advised to visit and examine the site of works & its surroundings and obtain for himself, on their own responsibility, all information that may be necessary for preparing the bid and entering into an agreement. The costs of visiting the Site shall be at Bidder's own expense.

12.0 SUBMISSION OF FORGED DOCUMENTS:

Bidders should note that MeECL may verify authenticity of all the documents/ certificate/ information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfillment of any of the tender/contract conditions, MeECL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract.

The bidder shall be required to give an undertaking on the company's letter head and duly signed by the signatory of the bid as per Appendix-10 to Annexure-I, that all the documents/ certificates/ information submitted by them against the tender are genuine. In case any of the documents/ certificates/ information submitted by the bidder is found to be false or forged, action as deemed fit may be initiated by MeECL at its sole discretion.

Appendix-1 to ANNEXURE I

Tender No:.....

Details Appointment of IRDAI registered Insurance Broker for insurance requirements for
MeECL, Shillong

BIDDER GENERAL INFORMATION

1	Full Name						
2	Type of entity (Submit a registration proof along-with bid document)	(Put a tick mark below on applicable option)					
		<input type="checkbox"/> Proprietorship Firm					
		<input type="checkbox"/> Limited liability Partnership					
		<input type="checkbox"/> Partnership Firm					
		<input type="checkbox"/> Private Limited Company					
		<input type="checkbox"/> Public Limited Company					
		<input type="checkbox"/> Society					
		<input type="checkbox"/> Others(Please specify below):					
3	Year of registration						
4	No. of years in operation						
5	Name of Proprietor/Partners/ Directors of the company/Owner						
6	Details of person, signing the bid.	Name:					
		1. Designation/Capacity:					
		2. Signature specimen					
3.	<table border="1"> <tr> <td>Full Signature:</td> <td></td> <td></td> </tr> <tr> <td>Short Signature, if any:</td> <td></td> <td></td> </tr> </table>	Full Signature:			Short Signature, if any:		
Full Signature:							
Short Signature, if any:							
7	Registered address						

(Sign & Stamp of the Bidder)

Tender No. ACM(II)/1216(A)/2014/87
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[Type here]

8	Operational address If different from above	
9	Contact Details:	1. Telephone No: 2. Mobile No: 3. Email address: 4. Website address: 5. Fax No:
10	Goods & Service Tax Regn. No. (Submit a copy of GST Regn. Form)	
11	PAN No. (Submit a copy)	
12	Bank Details	1) Beneficiary Name 2) Name & Address of the Bank with branch details: 3) Type of Bank account (Put a tick) <ul style="list-style-type: none"> • Current • Savings • Cash Credit • Any Other (Pls. mention) <hr/> 4) Bank Account Number: <hr/> 5) IFSC/NEFT Code(11digitcode)/MICR code, as applicable, along-with a cancelled cheque leaf

Place:

_____ Authorized Signature: Name:
Designation:

Date:

[Type here]
(Sign & Stamp of the Bidder)

Tender No. ACM(II)/1216(A)/2014/87
Appointment of IRDAI registered Direct Insurance Broker

Appendix-2 to ANNEXURE I

BIDDING DOCUMENT ACKNOWLEDGEMENT PROFORMA

Date:.....

Meghalaya Energy Corporation Limited
LumJingshai, Shillong,
Meghalaya-793001

Dear Sirs,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of ANNEXUREs (along with their Appendices) enclosed to the "Notice Inviting Tender" pertaining to "Appointment of IRDAI registered Direct Insurance Broker for insurance requirements for MeECL, Shillong" against Tender No.....

We have noted that the closing date for receipt of the tender by MeECL is 13th December 2022, 15:00 HRS.

We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of MeECL and that the said documents are to be used only for the purpose intended by MeECL.

Our address for further correspondence on this tender will be as under:

.....
.....

FAX NO:
TELEPHONE NO:

Yours faithfully,

PERSONAL ATTENTION OF:
(IF REQUIRED)(BIDDER)

Note: This form should be returned along with offer duly signed.

[Type here]
(Sign & Stamp of the Bidder)

Tender No. ACM(II)/1216(A)/2014/87
Appointment of IRDAI registered Direct Insurance Broker

Appendix-3 to ANNEXURE I

BID SUBMISSION PROFORMA
(To be submitted on bidder's letterhead)

Tender No.

Bidder's Address:

To,
Meghalaya Energy Corporation Limited
Dear Sirs,

1. I/We hereby offer to supply the services detailed in Schedule here to or such portion thereof, as you specify in the Acceptance of Tender and agree to hold this offer open till 14/03/23 (DD/MM/YY-90 days from the date of opening the bid).
2. I/We have understood and complied with the "Instructions to Bidders" at ANNEXURE I, "Eligibility Criteria certificate" at ANNEXURE VI and accepted the "General Conditions of Contract" at ANNEXURE II for providing services and have thoroughly examined and complied with the specifications, "Scope of Work" at ANNEXURE III, "Special Conditions of Contract" at ANNEXURE IV and/or pattern stipulated and I am/are fully aware of the nature of the service required and my/our offer is to provide services strictly in accordance with the requirements.
3. The following pages have been added to and form part of this tender:-

Yours faithfully,
Signature of Bidder

Place:
Date:

Authorized Signature: Name:
Designation:
Seal:

Signature of witness
Name :
Address :

(Sign & Stamp of the Bidder)
[Type here]

Tender No. ACM(II)/1216(A)/2014/87
Appointment of IRDAI registered Direct Insurance Broker

Appendix-4 to ANNEXURE I

Tender No.....

BIDDERS PAST EXPERIENCE PROFORMA

Sr.	Name and Address of Client/ organization	Work Order No.	Period		Description Of service	Work Order/ Contract Copy with Page no in The bid	Name& Contact Nos. Of Responsible Person of Client
			From	To			

Note:

- Bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of above contracts, in the form of copies of any of the documents (indicating respective contract number, contract value, executed contract value and type of services),such as...
 - i) Satisfactory completion/ performance report. In case work is continuing at the time of bidding then bidder should submit satisfactory performance certificate from the existing client for executed work period(or)
 - ii) Proof of release of performance security after completion of the contract(or)
 - iii) Proof of settlement/release of final payment against the contract(or)
 - iv) Any other documentary evidence that can substantiate the satisfactory execution of each the contracts cited.
- If time period of two or more contracts are overlapping then common period will be considered as one period only

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(Sign & Stamp of the Bidder)

Tender No. ACM(II)/1216(A)/2014/87
Appointment of IRDAI registered Direct Insurance Broker

Appendix-5 to ANNEXURE I

Tender No:

Details Appointment of IRDAI registered Direct Insurance Broker for insurance requirements for MeECL, Shillong

Matrix for Prequalification Evaluation

The bidders are advised in their own interest to ensure that the following points/aspects in particular have been complied/ confirmed/ submitted with their offer failing which the offer is liable to be rejected.

- Please sign each sheet.
- The matrix duly filled in must be returned along with the offer.

No.	Item/ Clause Description	Bidder's response (Agreed/Not Agreed)	Reference to attachments and page no.
A.0	<p>VITAL CRITERIA FOR ACCEPTANCE OF BIDS</p> <p>Bidders are advised not to take any exception/ deviations to the bid document. The exceptions/deviations along with suggested changes are to be communicated to MeECL within the date specified in the NIT and bid document. MeECL after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any.</p> <p>However, during evaluation of bids, MeECL may ask the bidder for clarifications/ confirmations/ deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or is permitted. If the bidder still maintains exceptions/deviations in the bid, such conditional/non-</p>		

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(Sign & Stamp of the Bidder)

Tender No. ACM(II)/1216(A)/2014/87
Appointment of IRDAI registered Direct Insurance Broker

	Conforming bids shall not be considered and may be rejected.		
B.0	REJECTION CRITERIA		
B.1.0	<p>TECHNICAL REJECTION CRITERIA</p> <p>The following vital technical conditions should be strictly complied with failing which the bid will be rejected:</p>		
B.1.1	<p>Scope of Work:</p> <p>Bid should be complete and covering the entire scope of job/ supply and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/literatures wherever required. Incomplete and non-conforming bids will be rejected outright.</p>		

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(Sign & Stamp of the Bidder)

Tender No. ACM(II)/1216(A)/2014/87
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B.1.2	Eligibility & Experience of the bidder:		
B.1.2.1	The bidder must have a Direct Broking License, Issued by I.R.D.A.I, for at least 5 consecutive years of service as on last day of month previous to the one in which applications are invited and minimum two renewals of Direct broking license done.(Attach Self certified Copy of Licenses).		
B.1.2.2	The bidder must not have undergone any disqualification/cancellation of license by I.R.D.A.I due to any malpractices being followed by the company or any individual director (Attach Self certified Undertaking).		
B.1.2.3	The bidder must have a minimum turnover of INR 10 crore for each year (only from, insurance broking activities in General Insurance business) consecutively for the last 3 completed financial years i.e., 2019-20, 2020-21 and 2021-22 as per the audited financial statements which are to be submitted along with the bid. (Attach CA certified Letter and self-attested audited financial statements). For financial Year 2021-22 where Balance Sheet, Statement of Profit & Loss has not been Finalised, Unaudited figure duly certified by CA must be submitted.		
B.1.2.4	The Bidder must have handled the insurance portfolio of minimum of 3 (three) Indian PSUs as a Direct broker within last 5 completed financial years i.e., from 2017-18 to 2021-22. (Attach self-attested Letter of Award (LOAs)).		
B.1.2.5	Net worth of the bidder must be positive consecutively for the last 3 completed financial years up to 31.03.2022 i.e. 2019-20, 2020-21 and 2021-22. (Attach CA certified Letter)		
B.1.2.6	The Insurance Broking firm should have placed premium of at least an average of INR 50 crores in the last 3 financial years from General Insurance Business in the Indian market i.e., 2019-20, 2020-21 and 2021-22. (Submit valid self-attested copy of documentary evidence). For financial Year 2021-22 where Balance Sheet, Statement of Profit & Loss has not been Finalised,		

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(Sign & Stamp of the Bidder)

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	the Unaudited figure duly certified by CA must be submitted.		
--	--	--	--

B.1.2.7	Those declared ineligible by the Govt. of India/State/PSUs for corrupt and fraudulent practices or blacklisted in last 3 years are not eligible.		
	<p>Note:</p> <p>a) Eligibility Certificate on the bidding company's letterhead and signed by a practicing Chartered Accountant along with CEO/CFO/India Head/MD of the organization/,clearly stating compliance to the eligibility criteria of the tender and summary of serial number wise attachments, failing which the offer shall be summarily rejected.</p> <p>b) Valid documentary evidence in support of the above, duly attested by the principal officer/Authorised Official. Proof of authorization for the signatory to be provided.</p> <p>c) The Company may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the respondent;</p> <ul style="list-style-type: none"> • Makes misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements. • Fail to provide related clarifications when sought. <p>d) Assessment criteria for only those brokers who clear the eligibility criteria will be evaluated.</p>		
B.1.3	Details of experience and past performance of the bidder on works/jobs done of "Appointment of IRDAI registered Direct Insurance Broker for insurance requirements" details of current work in hand, and other contractual commitments indicating areas and clients are to be submitted along with the Bid Documents		

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(Sign & Stamp of the Bidder)

Tender No. ACM(II)/1216(A)/2014/87
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	.Details are to be Provided as per Appendix-4 of ANNEXURE I.		
B.1.4	All supporting documents, submitted for clarification request from MeECL, must be of activity prior to opening the bid.		
B.1.5	COMMERCIAL REJECTION CRITERIA: The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.		
B.1.6	Acceptance of terms & conditions:		
	<ul style="list-style-type: none"> The bidder must confirm unconditional acceptance of Instruction to Bidders at ANNEXURE I, General Conditions of Contract at ANNEXURE II, Scope of Work at ANNEXURE III and Special Condition of Contract at ANNEXURE IV. 		
	<ul style="list-style-type: none"> For this purpose, bidder shall return the complete set of tender document and amendments, if any, along with offer in original duly filled in with signed and stamped on all pages as a token of having accepted all the clauses of the tender. 		
B.1.7	Offers of following kinds will be rejected:		

a)	Fax/e-mail/photocopy offers and bids with scanned signature. Original bids which are not signed manually.		
b)	Offers which do not confirm unconditional validity of the bid for 90days from the date of opening of Bid.		
c)	Offers which do not confirm to the mobilization period indicated in the bid.		
d)	Offers which do not confirm to the agreement period indicated in the bid.		
e)	Offers made without "Power of Attorney" or authorization or any other document consisting of adequate proof of the ability of the signatory to Bind the bidder, in original.		

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(Sign & Stamp of the Bidder)

Tender No. ACM(II)/1216(A)/2014/87
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f)	Offers not accompanied with a copy of valid registration certificate under GST legislation of India.		
C.0	ASSESSMENT CRITERIA:		
a)	The eligible insurance brokers meeting the eligibility criteria of the tender, would be evaluated based on the Assessment Criteria. Against the maximum marks of 100 ,marks to be awarded based on the score allotted Against each of the parameters as defined in Assessment criteria.		
b)	The bidder obtaining the highest marks in assessment criteria will be ranked as 1 followed by others securing less marks as 2,3, etc.		
c)	The highest scorer H1 will be awarded the contract.		
D.0	GENERAL		
D.1	The BE Cover-rides all other similar Clauses operating anywhere in the Bid Documents.		
D.2	Incomplete, incorrect, conditional or vague tenders will not be entertained and shall be liable to be rejected.		
D.3	The tender is governed by the terms and conditions given in the bid document. Bidders should not submit their offers with their own printed terms and conditions.		
D.4	Prospective bidders are advised to ensure that their bids are complete in all respects and conform to MeECL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with MeECL's requirement will be rejected without seeking any clarification. However, MeECL at its discretion may ask the Bidders to confirm compliance/ provide deficient documents within the specified time before opening of the Price Bid.		
D.5	MeECL may reject/accept any tender without assigning any reason whatsoever.		
D.6	Any other point, which arises at the time of evaluation, will be decided by MeECL, under intimation to the bidders.		

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(Sign & Stamp of the Bidder)

Tender No. ACM(II)/1216(A)/2014/87
Appointment of IRDAI registered Direct Insurance Broker

Appendix- 6 to ANNEXURE I

Confirmation to be given by bidder

A. Following confirmations are to be given by the bidder by tick(v)marking in the last column

Sr.	Details	Bidder Response (Yes/No)
1	I/We hereby confirm that our unconditional validity of the bid is for 90 days.	
2	I/We hereby confirm acceptance of the agreement period of Twenty Four Months.	
3	I/We hereby confirm acceptance of Instructions to bidders (ANNEXURE I), General Conditions of Contract (ANNEXURE II), Scope of Work (ANNEXURE III) and Special Conditions of Contract (ANNEXURE IV) into to, without any exceptions/exclusions/deviations.	
4	I/We hereby confirm that all entries are in ink NOT in Pencil, repeat NOT in pencil.	
5	I/We hereby confirm that all hand written matter in all the documents submitted are authenticated by authorized signatory.	
6	I/We hereby confirm that in all the legal documents submitted, the signatures of witnesses are taken.	
7	I/We hereby confirm that entire tender document with all supporting Documents are self-attested by authorized signatory with stamp and signature.	
8	I/We hereby confirm that Appendix-3 is submitted on our company letter head along with the Bid Documents having witness signature.	
9	I/We hereby confirm that I/we have submitted the Power of Attorney for the person signing these bid documents. (Ref. clause 4.1.9, 4.1.10&4.1.11 of ANNEXURE I, Instructions to Bidders.	

Note: If any box above is not tick(v)marked or falsely tick marked, the bid is likely to be rejected.

[Type here]
(Sign & Stamp of the Bidder)

Tender No. ACM(II)/1216(A)/2014/87
Appointment of IRDAI registered Direct Insurance Broker

Appendix-7 to ANNEXURE I

BID COMPLIANCE STATEMENT

CERTIFICATE OF SUBMISSION OF TECHNO-CONTRACTUAL COMPLIANT BID

Bidder confirms that all the technical & contractual doubts/clarifications with regards to terms & conditions of bid documents have been discussed/ settled. A techno-contractually compliant bid to the bidding document issued against tender no.....with no exception/ deviations whatsoever has been submitted.

Incase MeECL finds that bidder has taken any deviation/exception to MeECL's bidding document, the bid will be rejected out rightly and the bidder shall have no right to make any representation against rejection of its tender. Any representation against rejection of bid shall be summarily rejected.

Signature of Authorised Signatory

Seal of the Bidder's company.

[Type here]
(Sign & Stamp of the Bidder)

Tender No. ACM(II)/1216(A)/2014/87
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Appendix- 8 to ANNEXURE I

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO. _____ Date_____

To,

The

.....

_____ (India)

Subject: TenderNo.1910C00769 due on_____

Sir,

Mr..... has been authorized to be present at the time of opening of above tender
Due on..... at.....on my/our behalf.

Yours faithfully
Signature of
Bidder

Copy to: Mr.....for information and for production before the
_____at the time of opening of bids.

[Type here]
(Sign & Stamp of the Bidder)

Tender No. ACM(II)/1216(A)/2014/87
Appointment of IRDAI registered Direct Insurance Broker

Appendix-9 to ANNEXURE I

PROFORMA CERTIFICATE ON RELATIVES OF DIRECTORS/ KEY MANAGERIAL PERSONNEL OF MeECL

For the purpose of Section 184/188 of the Companies Act, 2013, we certify that to the best of my/our knowledge:

- (i) I am not a relative of any Director or key managerial personnel of MeECL;
- (ii) We are not a firm in which a Director, manager of MeECL, or his relative is a partner;
- (iii) We are not a private company in which a Director or manager of MeECL or his relative is a Member or Director;
- (iv) We are not a public company in which a Director or manager of MeECL is a Director and holds along with his relatives more than 2% of the paid-up share capital of MeECL;
- (v) We are not a company which is a holding company, subsidiary company or an associate company of companies covered in clause (iii) and (iv) above.
- (vi) We are not a subsidiary company of a holding company to which companies covered in clause(iii)and(iv)above is also a subsidiary company

Signature of the Bidder

Name_____

Seal of the Firm

Place.....

Date.....

[Type here]
(Sign & Stamp of the Bidder)

Tender No. ACM(II)/1216(A)/2014/87
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Appendix-10 to ANNEXURE I

UNDERTAKING FOR AUTHENTICITY OF DOCUMENTS/CERTIFICATE/INFORMATION
(To be submitted on bidder's letterhead)

Bidder hereby submits undertaking that all the documents/ certificate/ information submitted by them against the tender are genuine. In case any of the documents/ certificates/ information submitted by the bidder is found to be false or forged, action as deemed fit may be initiated by MeECL at its sole discretion.

Yours faithfully,

Signature of Bidder

Place:

Authorized

Date:

Signature:

Name:

Designation:

Seal:

[Type here]
(Sign & Stamp of the Bidder)

Tender No. ACM(II)/1216(A)/2014/87
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ANNEXURE II

GENERAL CONDITIONS OF CONTRACT

1.0. DEFINITIONS & INTERPRETATIONS:**1.1. Definitions**

The following words and phrases shall have the meanings hereby assigned to them except where the context otherwise requires:

- 1.1.1. Approval means and include the written consent either manuscript, typewritten or printed statement under its or over signature or seal as the case may be of the Company or its representative on documents/drawings or other particular in relation to the CONTRACT.
- 1.1.2. Bid Documents means all documents issued by the Company to the BROKER including addendum/amendments and other additional information before award of work upon which the BROKER was invited to bid.
- 1.1.3. Company/MeECL means Meghalaya Energy Corporation Limited and its three subsidiary Companies(Meghalaya Power Generation Corporation Limited (MePGCL), Meghalaya Power Distribution Corporation Limited (MePDCL), Meghalaya Power Transmission Corporation Limited (MePTCL), incorporated under the Companies Act,1956 (Erstwhile) having its registered office at Lumjingshai, Short Round Road, Shillong, Meghalaya – 793 001and include its legal successors, administrators, legal representatives and permitted assignees
- 1.1.4. Company's Representative means the person or persons appointed from time to time by the Company to act on its behalf.
- 1.1.5. CONTRACTOR/ Service Provider/**BROKER** means any person/firm/company etc. to whom work has been awarded and whose bid has been accepted by Company and shall include its authorized representatives, successors and permitted assignees.
- 1.1.6. BROKER's/BROKER Representative(s)means shall mean personnel duly appointed as representative of the BROKER/BROKER at the MeECL site as the BROKER may designate in writing to the MeECL as having authority to act for the BROKER in matters affecting the work and to provide the requisite services.
- 1.1.7. Completion Period means the completion of Services as per the Scope of Work by the date specified in the CONTRACT.

(Sign & Stamp of the Bidder)

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- 1.1.8. CONTRACT or Work Order or Service Orders shall mean Work Order issued by MeECL including subsequent amendments to the Work Order if any in writing there to.
- 1.1.9. Day means a Calendar day of twenty four (24) consecutive hours beginning at 00:00 hours (midnight) and ending at 24:00 hours (midnight) as referred to local time at Shillong.
- 1.1.10. Scheduled Completion Date means the date where the completion of Services is scheduled to be achieved in accordance with the CONTRACT.
- 1.1.11. Services mean work to be performed by the BROKER as per scope of work (ANNEXURE-III).

1.2. Interpretation:

- 1.2.1. Words imparting the singular meaning also include the plural and vice versa except where the context otherwise requires.
- 1.2.2. The headings and sub-titles in these Conditions of CONTRACT are included solely for convenience and shall not be deemed to be part thereof and shall not affect the meaning or operation of the CONTRACT.
- 1.2.3. Reference to "Section", "Clause "and "Article" and "Provision" shall have the same meaning.

2.0. Commencements and completion period of CONTRACT:

The commencement date of the CONTRACT will be the date of Service Order (SO). The Schedule, for completing all the activities, is 24 months from the date of Service Order.

However, if the completion date is delayed due to reasons solely attributable to Company, then Company will compensate the BROKER with an appropriate extension of time. No adjustment of CONTRACT shall be allowed for reasons of such delay.

3.0. General obligations of the BROKER:

- 3.1.** Service to be performed under the CONTRACT shall be as per the ANNEXURE-III (Scope of Work) The scope of work does not mean that BROKER will limit their work to that extent only but it can be added/ supplemented so as to make it complete and meaningful with respect to the objective of Consultancy
- 3.2.** The manner of execution of the work of the BROKER shall comply with the ANNEXURE-II- General Conditions of CONTRACT, ANNEXURE-III-Scope of Work and will form an integral part of the CONTRACT.

(Sign & Stamp of the Bidder)

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3.3. BROKER shall undertake to perform the work under the CONTRACT with all reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of Company and accept full responsibility for the satisfactory quality of such services as performed by him.

3.4. Time Span for Responsibility of Services:

From the time of commencement of the Services to the completion and acceptance by Company, BROKER shall be fully responsible for the completion of the Services as per the CONTRACT. BROKER shall be responsible for and resolve any query, legal dispute and/or complaints arising during execution pertaining to the scope related activities.

4.0. Key Personnel:

BROKER shall depute key personnel as per the requirement specified in the Scope of Work. Any change in deputed/assigned personnel should have the same profile as given at the time of proposal/ Bids which needs prior approval of MeECL before deployment.

5.0. Access to Company Representative:

Any person/representative of Company, designated in writing by Company shall have free access to and the right to inspect any part of the scope of work at any time while being performed by the BROKER.

6.0. Submission of Documents:

The BROKER shall furnish to the Company with the requisite number of complete sets of CONTRACT deliverables as specified in Scope of Work.

7.0. Progress Report:

BROKER shall make every effort to keep Company adequately informed as to the progress of the work throughout the CONTRACT period. The frequency of progress reporting by the BROKER shall generally be on weekly basis for during the entire period till the final clearance as per the scope of work. BROKER shall furnish the summary of the work accomplished during the preceding week in the form of detailed description of the services and work plan for the following week. In addition, monthly progress report to be submitted by the BROKER.

8.0. Warranties:

(Sign & Stamp of the Bidder)

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8.1. BROKER will exercise all reasonable skill, care and diligence in the performance of the services and will carry out the services in accordance with prudent consultancy practice, commensurate with one skilled in the consultancy/management disciplines called for herein.

9.0. Compliance with laws:

BROKER shall comply with all Laws, Regulations and requirements of appropriate Govt., Port, local or other statutory authorities in India and Labour Laws including but not limited to Workmen Compensation Act during the performance of the CONTRACT.

9.1. Safety & Labour Laws:

BROKER shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Company shall be applicable in the performance of this CONTRACT and BROKER shall abide by these laws.

BROKER shall take all measures necessary to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.

BROKER shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

10.0. Review of the documents:

Company reserves the right to review the work to the extent it considers this necessary and in particular but not limited to:

- Ensure conformance to scope of work and other CONTRACTUAL obligations
- Ensure conformance to governmental rules and regulations
- Ensure minimum overall services cost to Company
- Ensure timely completion of the work

Company's review will in no way relieve BROKER of his responsibility to conform to scope of work or other CONTRACTUAL obligations.

The BROKER will be responsible for developing and furnishing all relevant information with supporting documents along with its recommendations.

11.0. Access to BROKER's representative:

Company agrees to provide to the BROKER information requested by the BROKER and considered reasonable, appropriate, proper and necessary by Company for the purpose of the execution of the CONTRACT. In performing its Services hereunder, the BROKER shall be entitled to rely upon and assume the accuracy and completeness of all information that is publicly available and of all information that has been furnished to the BROKER by Company or its authorized representative(s).

It is clearly understood, however, that the BROKER shall exercise its professional judgment in the assessment and use of such information. Further, in assessing this information, the BROKER would act in line with the standards, the Company would expect from a BROKER of similar size and standing.

12. CONTRACT Price and payment Procedure:

No remuneration will be paid by Meghalaya Energy Corporation Limited for the services provided by the successful Insurance Broker during or after the period of engagement. Thus, there shall no monetary claim by the Broker to Meghalaya Energy Corporation Limited.

13.0 Variations:

13.1.1 Changes: Company has the right at any time to make a variation in the Services. Variations must be in writing, authorized by Company. It shall constitute Variation Orders and BROKER shall promptly perform the Services in accordance there with. A Variation Order will not affect the rights or obligations of the Company unless otherwise explicitly provided therein and all provisions of the CONTRACT will apply thereto.

13.1.2 BROKER's request for a change: If BROKER believes that any instruction, interpretation or decision of the Company or the occurrence of any event affects the Services so as to qualify as a variation to the Services, then BROKER shall give prompt notice in writing to the Company within 10 days thereof prior to proceeding with the Services affected. If the Company reasonably judges that said instruction, interpretation, decision or event requires a Variation Order, the Company will authorize the same in writing. However, no requested variation will be authorized, if the Company reasonably judges that:

- a) BROKER's work was affected by the fault or negligence of BROKER or BROKER's failure to comply with the requirements of the CONTRACT, or

(Sign & Stamp of the Bidder)

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b) The instruction, interpretation, decision or event which has affected BROKER's work is consistent with the requirements of the CONTRACT.

13.1.3 Valuation of Variations: The additions to or deletions from the Services which are allowable as variations will be discussed and mutually agreed during implementation.

13.1.4 Authorization of a Variation: Authorization of a variation must be in writing by the Company before BROKER proceeds therewith. The authorization will include prior CONTRACT by the Company and BROKER on the reasonable effect of a proposed variation on the Scheduled Completion Date. The authorization shall then constitute Variation Order.

However, in circumstances which the Company reasonably judges to be exceptional, the Company may authorize and instruct BROKER in writing to proceed with a variation on the basis that the Parties will agree on the reasonable effect of the variation as soon as possible, and BROKER shall proceed accordingly.

13.1.5 Non-Variation: BROKER shall not be entitled to a Variation Order in circumstances attributable to any error by BROKER.

13.1.6 Major Changes Only: Only variations which constitute major changes shall be regarded as qualifying as variations under this Clause 14. For the purpose hereof, "major changes" mean activities.

c) the subject of an instruction by the Company in writing which is additional to or a reduction of the scope of work or

d) which are not consistent with the activities which BROKER can show he has expressly assumed in any part of his tender forming part of the scope of the Services on which he has priced, which has an impact on price, or

e) If any re-tendering is done due to reasons not attributable to the BROKER and if there is any "interruption of services" of the BROKER by the Company.

f) Variations each of which do not qualify under (a) OR (b) but which in the aggregate have accumulative effect which have an impact on price.

14.0. "Major changes" do not include any instruction or interpretation or decision of the Company or events which relate to the Services which are consistent with the requirements of the scope of work, regardless of whether they have an impact on price.

15.0. Ownership of Records and Materials:

Subject to third party rights all plans, data, maps, drawings, specifications, tendering

documents, calculations, analytical data, emails and all other documents obtained by BROKER in performing the Services shall be the property of the Company and shall so far as necessary be held in temporary custody of BROKER. Upon completion of the job or termination of the CONTRACT by the Company, which ever will first occur, all aforesaid documents including original thereof shall be handed over to the Company in accordance with such arrangements as may be prescribed by the Company. BROKER shall not make copies or utilize in any other manner, any of the documents referred to herein for purpose other than the CONTRACTED Services without the prior written consent of the Company. Similarly, documents prepared by BROKER shall also remain the property of Company and BROKER will not divulge or publish any contents without prior specific written approval of the Company.

However any BROKER work procedures/ proprietary information shall not become the property of Company.

16.0. Non Performance:

In the event of non-performance of the CONTRACT, the Company shall timely notify the BROKER in writing, stating the basis of Company's finding of material breach. Company's notice shall afford BROKER 45 calendar days in which to take corrective action or present an acceptable plan to Company for remedying the breach to Company's satisfaction. In the event the BROKER fails to take corrective action or to present an acceptable plan to Company for remedying the breach within 45 days, and continues to be in breach of CONTRACT, Company shall notify BROKER that it is in default.

17.0 Consequential Damages:

17.1 The BROKER shall not be responsible for or liable to the Company or any of their affiliates for consequential, indirect or special damages or for loss of profits, loss of revenue, loss or escape of product (hydro carbons) or facilities downtime, suffered by the Company or any of its affiliates, and the Company shall protect, defend, indemnify and hold harmless the BROKER from such claims even if such liability is based or claimed to be based upon:

i) Any breach by the BROKER of his obligations under the CONTRACT

OR

ii) Any negligent act or omission in whole or in part, of the BROKER or of any of his affiliates or their personnel or any of them in connection with the performance of the Services.

17.2 The Company or its other BROKERS or their personnel shall in no event be responsible for or liable to the BROKER for consequential damages suffered by the BROKER including without limitation to business interruption or loss of profits etc. The BROKER shall protect, defend, indemnify the Company, its employees, appointed representatives, agents and other BROKERS etc., from such claims even if such liability is based or claimed to be used upon:

iii) Any breach by the Company of its obligations under the CONTRACT,

OR

(Sign & Stamp of the Bidder)

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- iv) Any negligent act or omission on the part of the Company or any of its employees, agents or other BROKERS or appointed representatives in connection with the performance of services.

18.0 Limitation of Liability:

18.1 The BROKER's sole liability and Company's sole remedy for any default by the BROKER is to re-perform free of cost that part of the Services as are directly and indirectly affected thereby.

18.2 In the event of non-performance of the CONTRACT, conditioned upon Company complying with the timely notice requirements of Clause 16, above, Company, reserves the right to claim the amount of losses/damage suffered by the Company, are more than the value of the performance guarantee bond, Company in addition to forfeiting performance guarantee bond, reserves the right to claim the balance amount of losses/damages suffered by the Company from the BROKER, limited to the total CONTRACT Price, being the BROKER's total liability therefore, in aggregate under the CONTRACT. Such liability shall include but not be limited to BROKER's costs of re-performance of the Services, any delays by the BROKER and any damages recovered by the Company on termination under Clause 19.

18.3 The BROKER's guarantees, warranties, obligations and liabilities arising out of or in connection with the CONTRACT and / or the Services are exclusively and exhaustively set out in the CONTRACT, whether or not such guarantees, warranties, obligations and liabilities would otherwise arise by statute, CONTRACT, tort (including but not limited to negligence) or otherwise at law.

18.4 The exclusions and limitations of liability set out in the CONTRACT shall apply irrespective of whether liability arises by statute, CONTRACT, tort (including but not limited to negligence) or otherwise at law.

19.0 Failure & Termination:

19.1 Termination:

19.1.1 Company may at any time terminate the CONTRACT by giving 45 days' notice without assigning any reason. In case of such termination of the CONTRACT, full compensation shall be payable to Broker or all the services performed till the time the work is wound up and when such termination is due to the default of BROKER or for any breach of the terms of the CONTRACT attributable to the BROKER then no compensation shall be payable to BROKER (other than in respect of the Services satisfactorily performed upto the date of termination).

19.1.2 BROKER shall deliver to Company such complete documents relevant to the work as are in its possession in either case of the termination.

19.1.3 Termination on expiry of the CONTRACT:

This CONTRACT shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the Company in writing has exercised its option to extend

this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

19.1.4 Termination on account of Force Majeure:

Either party shall have the right to terminate this CONTRACT on account of Force Majeure as set forth in Clause 25.0.

19.1.5 Termination on account of insolvency:

In the event the BROKER at any time during the term of this CONTRACT becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate this CONTRACT and all the BROKER's rights and privileges hereunder, shall stand terminated forthwith.

19.1.6 Termination for unsatisfactory performance:

If the Company considers that the performance of the BROKER is unsatisfactory or, not upto the expected standard, the Company shall notify the BROKER in writing and specify in detail the cause of such dissatisfaction. The Company shall have the option to terminate this CONTRACT by giving 45 days' notice in writing to the BROKER, if, BROKER fails to comply with the requisitions contained in the said written notice issued by the Company.

19.1.7 Consequences of termination:

In all cases of termination herein set forth above, the obligation of the Company to pay shall be limited to the period up to the date of termination. Notwithstanding the termination of this CONTRACT, the Parties shall continue to be bound by the provisions of this CONTRACT that reasonably require some action or forbearance after such termination.

20.0 Notices:

All notices, requests for consents required or permitted to be given or made pursuant to this CONTRACT by any Party to another shall be sufficiently given in writing in English and shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, Fax to such Party at the following address:

Company:

Director(Finance)

Meghalaya Energy Corporation Limited,

LumJingshai, Shillong, Meghalaya-793001

21.0 Confidentiality:

21.1 Company and the BROKER agree to keep confidential (i) the terms and conditions of this CONTRACT (ii) any data/information related to the transaction which is not in public domain and which may have a material effect on the transaction, and (iii) any opinion, advice, statement, expert's views, documents, technical particulars, etc., provided by Company to the

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BROKER or by the BROKER to Company. Further the BROKER and Company agree that none of the foregoing matters may be disclosed or referred to publicly or to any third party not concerned with the transaction except in accordance with the written authority of the other Party to this CONTRACT.

21.2 The provisions of the Clause shall continue in force after the termination or completion of this CONTRACT.

21.3 Upon completion of this CONTRACT, all the data, information, material, records, catalogues, manuals, documents, copies of opinions and advices, maps, tapes etc. available, received or generated by the BROKER in connection with the discharge of its obligations under this CONTRACT shall become the sole and absolute property of Company and shall be returned by the BROKER to Company within fifteen days (15) from the date of the termination/expiry of CONTRACT hereof. Further, the BROKER shall not use the same in any manner and for any purpose whatsoever without the written authority of Company.

22.0 Confidential handling of Information:

22.1 BROKER shall ensure confidential handling by its own personnel of all matters pertaining to plans, policies, cost and other information relating to the project developed or acquired by means of the CONTRACT/CONTRACTS that will be entered into between the Company and other BROKER/BROKERS.

22.2 Such information shall not be revealed by BROKER to any of its personnel or any other person except such individual who requires such information in order to perform the Services hereunder.

22.3 BROKER shall not prepare articles or photographs for publication or speeches about the Services and/or the project or facilities or installations or any other information concerning the Company operations without prior written consent of the Company.

22.4 The BROKER may rely upon the accuracy, correctness and sufficiency of information and data provided by or on behalf of the Company or by any third party under a CONTRACT with Company. Any defect in the Services attributable to any inaccuracy, incorrectness and insufficiency of such information and data shall not constitute a defect.

23.0 Patents:

23.1 BROKER shall hold harmless and indemnify the Company from and against all third party losses, damages and expenses arising from any claim, for infringement of a patent copyrights, in existence or to be granted on an application published prior to final acceptance of the services under the CONTRACT, with respect to or arising out of the use of supply of tools, equipment machinery materials or composition of material and practice of employment of methods and processes in the performance of the services.

23.2 BROKER shall promptly notify the Company if BROKER has or acquired knowledge of any patent under which a claim or suit for infringement could be reasonably brought because of the use by the Company of any tool, equipment machinery materials composition of materials, process of methods to be supplied or covered under the CONTRACT.

24.0 Indemnity:

24.1 BROKER shall indemnify and keep indemnified MeECL and employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or directly or indirectly associated with personal injury, illness or death of or loss or damage due to:

- a) All acts of misfeasance, malfeasance, theft, dishonesty or embezzlement by any of BROKER's personnel deployed at the location(s) resulting in any loss or damage to MeECL or its property;
- b) Any of BROKER's personnel (even if caused by or contributed to by the negligence or fault of MeECL or its agents or employees or directors)
- c) Subject to sub-Clause 24.2 below, any other person to the extent the injury, illness or death is caused by the negligence or fault of BROKER or BROKER's personnel.
- d) Any property owned, hired or supplied by BROKER (even if caused by or contributed to by the negligence or fault of MeECL or its employees).
- e) Any other property to the extent the loss or damage is caused by the negligence or fault of BROKER or BROKER's personnel.
- f) Any claim by any of BROKER's personnel on MeECL as a principal employer under the Act or under the Employees Provident Fund & Miscellaneous Provisions Act or under Workmen's Compensation Act or under any other applicable law or against any breach or infraction thereof by BROKER.
- g) Any claim against MeECL by any person employed by BROKER for payment of any wages, legal dues or benefits under any applicable labour Laws/ Acts/ Statutes/ Notifications and any kind of employment or regularization of employment with MeECL as a result of such employee being deployed by BROKER in providing Services pursuant hereto.

24.2 MeECL shall indemnify and keep indemnified BROKER against all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, and fines arising from personal injury, illness or death or for loss or damage due to:

- a) All acts of misfeasance, malfeasance, theft, dishonesty or embezzlement by any of MeECL's personnel deployed at the Location(s) resulting in any loss or damage to BROKER or its property;
- b) Any employee of MeECL (even if caused by or contributed to by the negligence or fault of BROKER)
- c) Subject to Clause 25.1, any other person to the extent that the injury, illness or death is caused by the negligence or fault of MeECL or its employees;
- d) Any property owned, hired or supplied by MeECL (even if caused by, or contributed to by, the negligence or fault of BROKER or its employees);
- e) Any loss or damage to any other property to the extent the loss or damage is caused by the negligence or fault of MeECL or its employees.
- f) Any claim by any of MeECL's personnel under the Employees Provident Fund & Miscellaneous Provisions Act or under Workmen's Compensation Act or under any other applicable law or against any breach or infraction thereof by BROKER.

- g) Any claim against BROKER by any person employed by MeECL for payment of any wages, legal dues or benefits under any applicable labour Laws/ Acts/ Statutes/ Notifications and any kind of employment or regularization of employment with BROKER as a result of such employee being deployed by MeECL in providing Services pursuant hereto.

25.0 Force Majeure:

25.1 In the event of either Party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the Party affected by such Force Majeure shall upon notification to the other Party be suspended for the period during which such cause lasts.

25.2 The term “ Force Majeure “ as employed herein shall mean act of God, revolt, riot, fire, flood, war, cyclone, earthquake, Tsunami and Acts and Regulations of respective Governments of the two Parties, namely the Company and the BROKER directly affecting the performance of the CONTRACT.

25.3 Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby shall notify the other Party in writing within 72 (seventy two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

25.4 In the event of the BROKER being unable to perform its obligations due to Force Majeure as above, the BROKER shall help the Company by making alternative arrangement as far as it can, so that the work does not suffer.

25.5 The period of CONTRACT shall stand automatically extended corresponding to the period lost due to Force Majeure conditions and the BROKER shall not be entitled for any compensation for the force Majeure period.

25.6 In case of the Force Majeure conditions lasting more than six months, Company or BROKER shall have the right to terminate the CONTRACT.

26.0 Non-waiver of Defaults:

If Company, in any instance, does not insist upon strict performance of any of the terms and conditions of this CONTRACT or does not exercise any option herein conferred, it shall not be construed as a waiver or relinquishment in the future of any such terms and conditions of the CONTRACT and shall not relieve BROKER from their obligations and responsibility under this CONTRACT.

27.0 Severability:

Should any provision of this CONTRACT be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the Parties hereto.

28.0 Continuance of the CONTRACT:

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Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the Parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this CONTRACT.

29.0 CONTRACT document:

29.1 Governing Language

The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

29.2 Entire CONTRACT

The CONTRACT constitutes the entire CONTRACT between the Company and the BROKER with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and CONTRACT (whether written or oral) of the Parties with respect thereto made prior to the date of the CONTRACT.

29.3 Assignment:

This CONTRACT or any part thereof shall not be assigned to any other party by either Party without written consent of other Party. However, such consent of the Company shall not relieve the BROKER from any obligation, duty or responsibility under the CONTRACT and the broker shall be fully responsible for the Services hereunder and for the execution, performance and completion of the CONTRACT.

29.4 Amendments to the CONTRACT

No amendment or other variations of the CONTRACT shall be effective unless it is in writing, is dated, expressly refers to the CONTRACT and is signed by a duly authorized representative of each Party hereto.

30.0 Court of Law

This contract including all matters connected with this Contract, shall be governed by the laws of India (both Substantive and procedural) and shall be subject to exclusive jurisdiction of the Court at Shillong, Meghalaya.

31.0 Amicable settlement: if any dispute or differences arises in connection with this contract, either party may give notice to the other party of the same, where upon the parties shall meet promptly and in good faith attempt to reach an amicable settlement.

32.0 Resolution of Dispute: Resolution of dispute through conciliation, if any dispute, differences, questions or disagreements arises between the parties hereto or their respective representatives or assignees, in

connection with construction, meaning operation, effect, interpretation of this Contract or breach thereof which parties are unable to settle mutually, the same may first be referred to conciliation through outside expert committee ("OEC") on mutual agreement of both the parties.

33.0 Arbitration: Except as otherwise provided elsewhere in this Contract if any dispute, difference, question or disagreement arises between the Parties hereto or their respective representatives or assignees , at any time in connection with construction, meaning operation, effect , interpretation of this Contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration and a party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 (sixty) days notice to the other party.

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ANNEXURE III

SCOPE OF WORK(SOW)

Appointment of IRDAI registered Direct Insurance Broker/advisor for all insurance requirements of MeECL at 'No Cost to Company' basis.

A. Scope of Work**1. Review of all existing Insurance Policies:**

- a) Carrying out Risk Inspections and Survey required to understand Meghalaya Energy Corporation Limited's end to end Insurance Requirement and determination of sum assured.
- b) Critical Examination of existing policies which are due for renewal in terms of (i)Risk Coverage (ii)Value to be insured (iii)Rating (iv)Clauses, Warranties, Conditions, Excesses, etc.
- c) Suggesting changes which will bring about qualitative improvements and executing the same during renewal of Insurance Policies.
- d) 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 Wording (v) Policy Clauses and warranties. This should be in line with the laid down procedures of the Company with respect to insurance, if any.
- e) Negotiating and finalizing the terms and conditions of insurance optimizing cost, cover, security, and quality of service in accordance with the laid down procedures of Meghalaya Energy Corporation Limited.
- f) Scrutinizing the wording of the final policy documents and ensure that Meghalaya Energy Corporation Limited's interests are protected.
- g) Assisting Meghalaya Energy Corporation Limited in placement of insurance policies with reduced premium and required coverage.
- h) Preparing comparative statement of bids both Technical and Commercial.
- i) Assisting in speedy materialization of claim.

2. Claim Management:

- a) Coordinating with the Surveyor, Insurance Company and Meghalaya Energy Corporation Limited for settlement of claims during the contract period and at the same time assisting in realization of past claims as per the provisions and guidelines laid down by IRDA.
- b) Coordination with insurers for immediate intimation and survey.
- c) Coordination with Insurance Company, Survey, etc for prompt settlement of claims.
- d) Documentation of claims: The broker must prepare check list of documents required and steps to be followed before lodgment of insurance claim.
- e) Assist in resolving various queries of insurers, survey or during claim proceedings.
- f) Guidance in relation to interpretation of policy wordings/conditions, warranties, deductibles, etc during claim processing.
- g) To arrange for submission of monthly report on claim settlement position and pending claims.

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3. Miscellaneous Services:

- a) Assisting Meghalaya Energy Corporation Limited in taking any new insurance policy.
- b) Technical guidance in any Project Insurance Policies.
- c) Provide updates on changes in IRDA/TAC regulations.
- d) Any other matter related to insurance and Risk Management, irrespective of the location of the Insurable assets.

Provide clarification, if any, to the bidders bidding for Insurance Coverage

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ANNEXURE IV

SPECIAL CONDITIONS OF CONTRACT(SCC)

- i) The contract is proposed to be awarded for period of 24 months. If the performance of the selected broker is found to be unsatisfied, the contract may be terminated by MeECL any time by giving 45 days of notice.
- ii) Contract Period: The tenure of the insurance broker will be initially awarded for 2 (Two) years and may thereafter be extended further on same terms and conditions if the performance of the selected Broker is found to be satisfactory.
- iii) Engagement of Insurance Broker for all insurance policies of MeECL is on 'no cost to company (MeECL)' basis as per scope of work, enclosed. The MeECL shall not pay any fee / expenses/remuneration to the broker for any activity carried out by any connection with insurance; before, during or after the period of engagement.

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ANNEXUREV

ASSESSMENTCRITERIA(AC)

TenderNo:.....

Description: Appointment of IRDAI registered Direct Insurance Broker for insurance requirements for MeECL, Shillong

SL NO	Criteria	Score/Documents Required
A. STATUTORY REQUIREMENT		
1	Experience The Bidder should be holding a valid Direct broking license issued by IRDA for a period of minimum 5 preceding years as on 31.03.22	Self-certified copies of IRDA Licenses covering the period Each year to be considered as experience.
	5 Years but less than 10 years	2 points
	10 Years but less than 15 Years	3 Points
	Above 15 Years	5 Points
B. EXPOSURE TO PSU BUSINESS		
2	1. The Bidder must have handled the insurance portfolio as Direct Insurance Broker of at least 3 (Three) Indian Industrial Manufacturing PSUs during the last 5 (five) completed financial years ending 31.03.2022. No banking and/or Service sector will be considered.	Appointment letter/work order from clients or Policy Certificate issued in the name of the insured (Central/State Government Department/Public Sector Undertaking) with bidder as insurance broker.
	3 PSU - 5 PSU	2 Points
	5 – 10 PSU	3 Points
	More Than 10 PSU	5 Points
	2. Additional 1 point per Indian Industrial Manufacturing PSU if its Risk/plant and HO is in North-eastern States subject to a maximum of 5 points during the last 5 Financial Years as on 31.03.22. One Client shall be counted as once only even if the same client has been serviced continuously for 5 years.	Appointment letter/work order from clients or Policy Certificate issued in the name of the insured (Central/State Government Department/Public Sector Undertaking) with bidder as insurance broker.
	5 Points	

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3	3. The Bidder handled the insurance portfolio as Direct Insurance Broker of Power Generation PSU clients in the last five (5) completed financial years ending with 31-03-2022	Appointment letter/work order from clients or Policy Certificate issued in the name of the insured (Central/State Government Department/Public Sector Undertaking) with bidder as insurance broker.
	1 number Power Generation PSU client	2 Points
	2 numbers Power Generation PSU client	4 Points
	3 or More numbers. Power Generation PSU client	5 Points
	4. Premium Handled from Single Indian Industrial Manufacturing PSU as the appointed Direct insurance broker in the last five (5) completed financial years ending with 31-03-2022	1. Certification from Client. 2. Policy Copy or Mandate Letter with Brokers Name endorsed
	Rs. 1 Cr- Rs. 5 Crs	1 Point
	Rs 5 Crore to Rs 10 Crore	2 Points
	Rs. 10 Crores to Rs. 15 Crores	3 Points
	Above Rs. 15 Crores	5 Points
C. PRESENCE IN REGION		
3	1. Bidder having functional offices in North-eastern state as on Tender published date	Valid documentary evidence in support of having an office in Shillong with IRDAI(BAP) screen shot from website along with the below documents: Lease/Rent agreement
	1.1 - Office at Shillong	5points
	1.2 - Office at other state of North-east other than Meghalaya - 2 points per office subject to maximum 5 points	Valid documentary evidence in support of having an office in Assam with IRDAI(BAP) screen shot from website along with the below documents: Lease/Rent agreement
		5 points
	2. Number of broker qualified employees(BQP) stationed in Northeast offices as on tender published date. 1 point for each employee subject to maximum 10 points as on 31.03.2022.	1) Self-Certificate clearly mentioning the following: a) No of employees b) Name, Designation, work portfolio and year of passing/clearing Insurance Broking Qualification as approved by IRDAI along with contact number, duly authenticated

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		by the Managing Director /Director / Principal Officer of the bidder. 2)IRDA(BAP) screen shot from website for no of employees posted(location wise).
		10 Points
D. SECTORAL CLIENT HANDLING EXPERIENCE		
4	1. The bidder handled premium of an operational PSU Hydropower Plant as their Direct appointed broker (excluding GST/Taxes) in INR crores during 5 completed FY as on 31.03.22	1. Certification from Client. 2. Policy Copy or Mandate Letter with Brokers Name endorsed
	1 Cr to 02 Cr	3 points
	Above 2 Cr up to 4 Cr	4 points
	4 Crores and above	5 points
	2. In-house Risk Engineering team based in India of at least 2 members of the broker qualified experience (BQP) and capability to provide professional grade risk assessment services for STFI / Fire & Allied Perils / machinery breakdown / industrial risk / Valuation etc. as on 31.03.2022	Attach names, qualification and experience of the core team duly attested by authorized signatory / principal officer
	Less than 2 – NIL	0 Points
	2 - 5 professionals – 1 point	1 Points
	5 - 10 professionals – 3 points	3 points
	More than 10 professionals – 5 points	5 points
	3. Experience in settlement of claims (in INR only) acting as Direct Broker in General Insurance Business for any Client [Industrial Manufacturing Sector] in India during last 5 Completed Financial Years till 31.03.2022 (expect Group Medclaim Policy, Group Term Life Insurance Policy , Group Personal Accident Policy, Bankers Indemnity, Motor Policy but including Loss of Profit claims under the standard Fire, IAR or Mega Risk Policy due to Property damage) where a) each claim settled amount is of above Rs. 100 Lakhs. b) Settlement amount is more than 80% of the claimed amount. <u>2 points for each claim subject to maximum 10 points</u>	Documents Required: i) Certificate from Insured/Client in their Letter head. The above document submitted by bidder/broker to be duly authenticated by the Managing Director/ Director /Principal Officer/Authorised Signatory of the bidder clearly mentioning the following: a) Name of the Policy under which claim is settled, b) Number of claims settled where settlement amount is above INR. 100Lakhs, c) Amount of claim settled in the last 5 years till 31/03/2022 with % of Settlement
	10 points	

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	<p>4. Experience in settlement of claim of single PSU Hydro client where minimum single claim amount is more than 1 crore in India during last 5 Completed Financial Years till 31.03.2022 (under Fire, IAR or Mega Policy) and settlement percentage is more than 80% (lodged amount vs settled amount) - additional 5 points</p>	<p>Documents Required: i) Certificate from Insured/Client in their Letter head. The above document must be duly authenticated by the Managing Director/ Director /Principal Officer/Authorised Signatory of the bidder clearly mentioning the following: a) Name of the Policy under which claim is settled, b) Number of claims settled where settlement amount is above INR.100 Lakhs, c) Total amount of claims settled in the last 5 years till 31/03/2022 with % of settlement</p>
		5 points
E. FINANCIAL STRENGTH		
5	<p>1. Overall Premium Handled in last 3 preceding FY as on 31.03.2022 from Insurance Broking Business.</p>	<p>Furnish CA certified financial statement showing turnover from insurance broking activities. Turnover from any other activity is not required to be shown. For financial Year 2021-22 where Balance Sheet has not been Finalised Unaudited figure duly certified by CA must be submitted.</p>
	50 Cr to 100 Cr	2 Point
	101 Cr to 150 Cr	5 Points
	151 Cr to 200 Cr	7 Points
	201 Cr and above	10 Points
	<p>2. Average Turnover in last 3 preceding FY as on 31.03.2022 from Insurance Broking Business</p>	<p>Furnish CA certified financial statement showing turnover from insurance broking activities. Turnover from any other activity is not required to be shown. For financial Year 2021-22 where Balance Sheet has not been Finalised Unaudited figure duly certified by CA must be submitted.</p>
	Rs 10 Cr to 15 Cr	2 Points
	Rs 15 Cr to 20 Crs	5 Points
	Rs 20 Cr to 25 Cr	7 Points
Above Rs25 Cr	10 Points	

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	<p>3. The bidder must give Performance Guarantee of Rs. 25 lakh against satisfactory performance to handle all existing and future claims & other insurance matters for Meghalaya Energy Corporation Limited.</p>	<p>Successful Bidder will have to furnish a Bank Guarantee when the bidder will be awarded the Contract as Security for Satisfactory Services. Confirmation needs to be attached with duly certified by Managing Director/Director or Principal Officer in the bid documents to qualify the Same.</p>
	No	NIL
	Yes	10 points

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Note:

- 1.** Documentary evidence in support of each of the above-mentioned selection criteria is to be submitted with the bid document, duly attested by the Principal Officer/Authorized signatory with summary of serial number wise attachments, failing which the offer shall be liable for rejection. Proof of authorization for the signatory to be provided.
- 2.** Assessment Criteria form duly filled with bidder's response on company letter head and signed by the CEO/CFO/India Head/MD/Principal Officer of the organization.
- 3.** In case any declaration made is found to be incorrect, the agreement will be terminated forthwith without prejudice to any other legal/penal action.
- 4.** In the event of the bidders scoring equal marks, then preference will be given to the bidder handling highest number of PSU client in Northeast Region.
- 5.** The MeECL shall not pay any fee/expenses/remuneration to the shortlisted 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 additional cost to MeECL.
- 6.** The selected broker/ advisor shall depute required resource at Shillong to manage servicing aspects of MeECL and would be required to visit MeECL's plant on need basis but not less than four days in a month. No separate reimbursement would be provided for travelling and conveyance expenditure.
- 7.** The selected broker/advisor shall provide adequate IT infrastructure for seamless services and data of our organization being a sensitive asset be kept/maintained within country as per local laws.

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Annexure-VI

ELIGIBILITY CRITERIA CERTIFICATE
(On bidder's letter head signed by practicing Chartered Accountant)

Sl. No.	Parameter	Bidders Response		Documents Required
		(Yes/No)	Reference Attachment no.	
1	The bidder must have a Direct Broking License, Issued by I.R.D.A.I, for at-least 5 consecutive years of service as on last day of month previous to the one in which applications are invited and minimum two renewals of Direct broking license done.			Attach Self-certified Copy of Licenses
2	The bidder must not have undergone any disqualification/cancellation of license by I.R.D.A.I due to any malpractices being followed by the company or any individual director			Attach Self certified Undertaking).
3	The bidder must have a minimum turnover of INR10 crore for each year(only from, insurance broking and advisory services in General Insurance business in India) consecutively for the last 3 completed financial years i.e. 2019-20, 2020-21, and 2021-22 as Per the audited financial statements which are to be submitted along with the bid.			Attach CA certified Letter & Self-attested audited financial statements. For financial Year 2021-22 where Balance Sheet, Statement of profit & Loss has not been Finalised, Unaudited figure duly certified by CA must be submitted.
4	The Bidder must have handled the insurance portfolio of minimum of 3(three) Indian PSUs as a Direct broker within last 5 completed financial years as on 31.03.2022			Attach self-attested copy of Letter of Award(LOAs)/Mandate
5	The Insurance Broking firm should have placed premium of at least an average of INR 50 crores in the last 3 financial years from General Insurance Business in the Indian market i.e., 2019-20, 2020-21 and 2021-22.			Attach CA certified Letter & Self-attested audited financial statements. For financial Year 2021-22 where Balance Sheet, Statement of profit & Loss has not been Finalised Unaudited figure duly certified by CA must be submitted.
6	Net worth of the bidder must be positive consecutively for the last 3 completed financial years upto 2019-20, 2020-21, and 2021-22.			Attach CA certified Letter

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Note:

1. Valid documentary evidence in support of the above duly attested by the principal officer/Authorized signatory of the bidder/Broker need to be submitted, failing which the offer shall be summarily rejected. Proof of authorization for the signatory to be provided.
2. In case any declaration is found to be incorrect, the agreement will be terminated without prejudice to any other legal/penal action.

I /We hereby solemnly affirm and declare that:

1. M/s _____ (name of Bidder) stands eligible in conformity to the "Eligibility Criteria" mentioned at Page _____ of MeECL's Tender Document No. _____
2. Mr./Ms. _____ (name of official) is authorized representative / official of the M/s _____ (name of Bidder)

(Certification by Official of Bidder)

Stamp and Signature:

Name of

Official:

Designation:

(Certification by Chartered Accountant)

Stamp and Signature:

Name of Person and Designation:

Membership No.

Name of Firm:

(Sign & Stamp of the Bidder)

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Annexure-VII

LETTER OF UNDERTAKING

Sl. No.	Description	Bidder Response
1	I/We do hereby declare that the offer have been submitted after fully understanding that the information contained in the offer and the documents enclosed/provided along with the bid are true, correct and complete in every aspect.	Yes/No
2	I/We do hereby declare that if any information contained therein found to be false/incorrect/fabricated, offer shall be considered as null and void and I/we shall be liable for any penal action as per the provisions of Law for the time being in force.	Yes/No
3	I/We do hereby declare that the contents/enclosures/documents of the offer are submitted after fully understanding that all the information furnished by me/us are correct and true and complete in every respect and all documents/credentials submitted along with the offer/bid are genuine, authentic, true and valid.	Yes/No
4	I/We do hereby declare that during the verification of offer or even data later date, if any information or document submitted by me/us found to be false /fabricated/ incorrect, the said offer shall be considered absolutely null and void and action as deemed fit shall be taken against me/us and action of suspension/banning/debarring/blacklisting of my/our firm (including all partners of the firm)/ company as per the tender conditions and law.	Yes/No
5	I/We attached the duly filled in Check list for Compliance of Important Tender Conditions.	Yes/No
Check list for Compliance of Important Tender Conditions		
Bidders to note that their offers will be rejected due to non-submission of following Details/documents. Hence, the bidders shall ensure that before submitting their offers, the following details/documents are furnished/enclosed in the Offer.		
1	Valid documentary evidence in support of meeting Eligibility Criteria and Assessment Criteria duly attested by the principal officer/Authorized signatory of the bidder/Broker along with summary of serial number wise attachments.	Yes/No
2	Eligibility Criteria Certificate and Assessment Criteria form with bidder's response on Company letterhead and dully signed as per the requirement.	Yes/No

(Sign & Stamp of the Bidder)

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