

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA DIAMOND HARBOUR ROAD KOLKATA – 700104

REQUEST FOR PROPOSAL

FOR

GROUP MEDICLAIM AND PERSONAL ACCIDENT INSURANCE POLICY FOR 468 STUDENTS OF MBA 59^{TH} BATCH AND 480 STUDENTS OF MBA 60^{TH} BATCH FOR THE PERIOD OF ONE YEAR

TENDER REFERENCE NO: IIMC/PUR/MBA INS/I/2023 24

DATED: 22 *MAY 2023*

REQUEST FOR PROPOSAL (RFF) FOR GROUP MEDICLAIM & PERSONAL ACCIDENT INSURANCE POLICY FOR 468 STUDENTS OF MBA 59TH BATCH AND 480 STUDENTS OF MBA 60TH BATCH FOR THE PERIOD OF ONE YEAR.

Sir,

1. On behalf of the Director, Indian Institute of Management Calcutta, Kolkata (herein after referred to as "IIMC"/"BUYER"/ "PROCURING ENITTY"), ONLINE bids are invited from eligible BIDDERS (herein after referred as "BIDDER"/ "VENDOR"/ "SELLER"/ "AGENCY"/ "COMPANY"/"INSURER"/"SERVICE PROVIDER") for "GROUP MEDICLAIM AND PERSONAL ACCIDENT INSURANCE POLICY FOR 468 STUDENTS OF MBA 59TH BATCH AND 480 STUDENTS OF MBA 60TH BATCH FOR A PERIOD OF ONE YEAR WITH EFFECT FROM 24 JUNE 2023 TO

<u>SECTION – I</u>

INSTRUCTIONS TO BIDDERS (ITB)

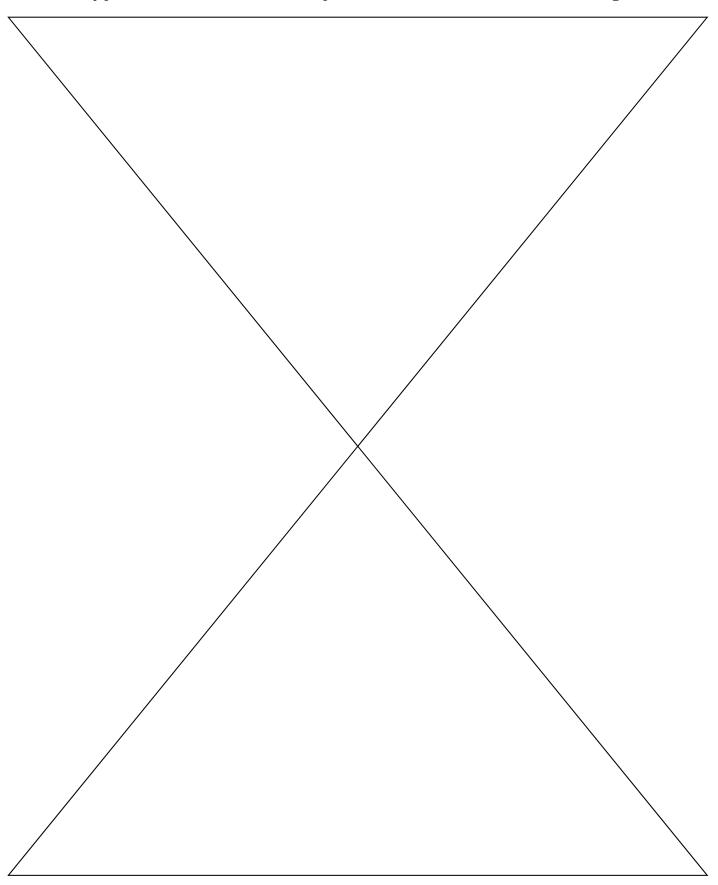
1. The Tender Document. The 'Request for Tender' (hereinafter referred to as 'RFP') details the terms and conditions for entering into a contract for "GROUP MEDICLAIM AND PERSONAL ACCIDENT INSURANCE POLICY FOR 468 STUDENTS OF MBA 59TH BATCH AND 480 STUDENTS OF MBA 60TH BATCH FOR A PERIOD OF ONE YEAR WITH EFFECT FROM 24 JUNE 2023 TO 23 JUNE 2024 AND 19 JUNE 2023 TO 18 JUNE 2024 RESPECTIVELY"

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- 12. <u>Location of the Tender Box</u>. Tender box will be located at Administrative Block, Indian Institute of Management Kolkata, Diamond Harbour Road, Joka, Kolkata 700104.
- 13. Validity of Bids. The Bids should remain valid till SEVENTY FIVE (75) DAYS

19. The approval or rejection to tenders(s) rests with Competent Authority (CA) as applicable, who reserves to himself the right of rejecting any tender in whole or in part of any item in whole or in part in respect of any or all the delivery points shown in the schedule of requirements in Part II or RFP without cause assigned.



SECTION - II

GENERAL CONDITIONS OF CONTRACT

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1.	<u>The</u>	COII	ura	ıcı.

- (a) <u>Language of Contract</u>. Unless otherwise stipulated in SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/translated accordingly in that language. For purposes of interpretation of the contract, the English documents/translation shall prevail.
- (b) The Entire Agreement. This Contract and its documents constitutes the entire agreement between the Procuring Entity and the Insurer/Service Provider and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.
- (c) <u>Severability</u>. If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.
- (d) **Parties**. The parties to the contract are the Insurer/Service Provider and the Procuring Entity.
- (e) Contract Documents and $\mathbb{R} \times \mathbb{F}^{\circ}$ } \times —

- (ab) If the Insurer/Service Provider does not agree to the suo-moto modifications/amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/modification. Otherwise, it shall be assumed that the Insurer/Service Provider has consented to the amendment.
- (ac) Any verbal or written arrangement abandoning modifying extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.
- (ii) <u>Waivers and Forbearances</u>. The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:-
 - (aa) Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing dated, and signed by an authorized representative of the Procuring Entity granting such waiver and must specify the terms under which the waiver is being granted.
 - (ab) No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the Insurer/Service Provider shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

2. <u>Governing Laws and Jurisdiction</u>.

- (a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- (b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.
- 3. Changes in Laws and Regulations. Unless otherwise stipulated in the contract, t

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- (i) The Insurer/Service Provider needs to share with the institution(s) participating in the financing of the contract.
- (ii) Now or hereafter is or enters the public domain through no fault of Insurer/Service Provider.
- (iii) Can be proven to have been possessed by the Insurer/Service Provider at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity.
- (iv) Otherwise lawfully becomes available to the Insurer/Service Provider from a third party that has no obligation of confidentiality.
- (e) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy as the case may be) given by the Insurer/Service Provider before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
- (f) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

7. **Performance Bond/ Security**.

(a) Within fourteen days (or any other period mentioned in Tender Document or Contract) after the issue of Letter of Award (LoA or the contract, if LoA is skippe

(f) Without Terminating the Contract:-

(i) Recover from the Insurer/Service Provider the amount of such security deposit by deducting the amount from the pending bills of the Insurer/Service Provider under the contract

question of relevancy of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the $\rm I$

11. Terms of Delivery and Delays.

- (a) <u>Effective Date of Contract</u>. The effective date of the contract shall be the date on which it has been signed by the Procuring Entity or the effective date mentioned in the contract, whichever is later. If the procurement entity receives no communication from the Insurer/Service Provider within FOUR (04) DAYS of the date signed by the procuring entity or the date of sending it to the Insurer/Service Provider, whichever is later, then the date of signing shall be the effective date of the contract. The dates of deliveries shall be counted from such date. No notice to commence the contract shall be issued separately.
- (b) <u>Time is the Essence of the Contract</u>. The time for and the date for delivering the Goods stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery must be completed not later than the date(s) so specified or extended.
- (c) <u>Extension of Delivery Period</u>. If at any time during the currency of the contract, the Insurer/Service Provider encounters conditions hindering timely delivery of the Goods and performance of incidental Work d

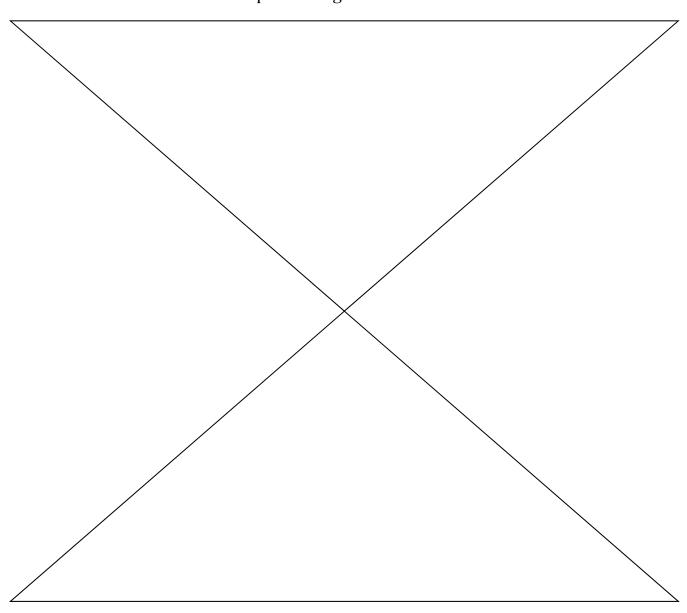
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18. **Termination of Contract**. The contract may be terminated by serving SIXTY (60) DAY

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- (iv) <u>Contractual Remedies for Breaches/Defaults or Termination for Default</u>. If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.
 - (aa) Temporary withhold payments due to the Insurer/Service Provider till recoveries due to invocation of other contractual remedies are complete.
 - (ab) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID Mumbai Interbank Bid Rate).
 - (ac) Recover liquidated damages and invoke denial clause for delays.
 - (ad) Encash and/or Forfeit performance or other contractual securities.
 - (ae) Prefer claims against insurances, if any.
 - (af) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.



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SECTION - IV

TECHNICAL ELIGIBILITY CRITERIA.

1. Eligibility Criteria. The bidder need to submit the supporting documents for the following

Sl. No.	Description	Documents
(a)	The Company/Firm/Agency should have valid PAN Card	Copy of PAN Card
(b)	The Company/Firm/Agency should have valid GST Certificate	Copy of GST Certificate
(c)	The Company/Firm/Agency should have valid IRDA License	
•	List of Govt/Semi Govt/Govt. of India Undertaking/Autonomr	e
(d)		

(d)

SECTION V

SCHEDULE OF REQUIREMENT/ SCOPE OF WORK (SOR/ SOW)

1. <u>Scope of Work (SoW)</u>. The Coverage Details are mentioned as under:-

Sl No.	Description of Work	Sum Insured	Qty (Nos.)
	Group Mediclaim and personal Accident policy for 468 No. students of MBA 59th Batch for the period of one year w.e.f	Per Student	
	24 June 2023 to 23 June 2024.		
	(a) PA Insurance for Parent/Guardian	1,00,000/-	468
1	(b) Cost of Education of the Student from Term-IV to Term-VI (based on the fee structure for session 2022-2024)	12,50,000/-	students
	(c) PA Insured of Student	1,00,000/-	
	(d) Medical Insurance of Student	2,00,000/-	

(e) Baggage Insurance of student

5,000/-

The Firm shall be responsible for the following works:-

- (a) Medical treatment: Cashless, Pan India Basis.
- (b) Policy Period: one year
- (c) Separate Policy: Group Mediclaim Insurance & Personal Accident Policy.
- (d) The Policy includes **Rider**: The Policy will cease to exist from the day the students are recruited/convocated whichever is earlier.
- (e) Diseases under the policy should be covered from the very first day of inception of the policy.
- (f) Pre-existing diseases should be covered under the policy from the date of inception of the policy.
- (g) There should not be any capping of any disease in the policy provided by the insurance provider.
- (h) Each tenderer/Insurer will be required to confirm and declare in the tender submitted that no agent, middleman or any intermediary (except TPA) has been, or will be engaged to provide any services, or any other items of work related to the award and performance of the contract.
- (j) One dedicated executive to deal/guide the students in case of need.
- (k) The Policy shall cover hospitalization of all the students in case of surgeries/procedures etc. along with any exigency which do not require hospitalization but are generally covered by Medical/Health Insurance Facility.

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SECTION VI

EVALUATION CRITERIA OF BID

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FORM 2

TERMS AND CONDITIONS COMPLIANCE
(To be submitted as part of Technical bid on Company Letter-head)

Bidder's Name and Complete Address		
Tender Document No Tender Title:	;	
Note to Bidders: Fill up this Form		

FORM 3

BANK GUARANTEE FORMAT FOR PERFORMANCE BANK GUARANTEE

То

The Director

Indian Institute of M	Yanagement Calc	utta				
Diamond Harbour R	oad, Joka					
Kolkata - 700104, V	Vest Bengal					
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Whereas		(name and address of	the Insurer/Serv	ice Provide	r) (hereinafter	
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