**राष्ट्रीयमात्स्यिकीविकासबोर्ड**

**National Fisheries Development Board**

**मत्स्यपालनविभाग**

**Department of Fisheries**

**मत्स्यपालन**, **पशुपालनऔरडेयरीमंत्रालय**

**Ministry of Fisheries, Animal Husbandry & Dairying, Government of India**

**स्तम्भसंख्या -235,पी. वी. एन. आरएक्सप्रेसवे**, **डाक- एस. वी. पी. एन. पी**.**ए**, **हैदराबाद- 500 052**

**Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad-500 052**

फोन**/ Phone No. 040- 24000201; वेबसाइट/website: nfdb.gov.in**

No: **NFDB/M&E/PMMSY/GAIS/2020-21** Date: 01.11.2020

**CORRIGENDUM/ADDENDUM**

**To**

Tender Notice – :**NFDB/M&E/PMMSY/GAIS/2020-21**

Vide tender ID 2020\_DADF\_587870\_1dated: 01 -10-2020 , Request For Proposal for PMMSY Group Accidental Insurance Scheme for Fishers was uploaded in CPP Portal for inviting bids from Insurance Companies.Subsequently, Corrigendum with revised bid schedule and modified Request for Proposal (RFP) for PMMSY Group Accidental Insurance Scheme for Fishers were uploaded on 16-10-2020 and 22-10-2020.

After due consideration of the queries raised by prospective bidders by email for the modified Request for Proposal (RFP) for PMMSY Group Accidental Insurance Scheme for Fishers the following amendments /changes made to the Request for Proposal (RFP) for PMMSY Group Accidental Insurance Scheme for Fishers.

The bidders are advised to take into account the corrigendum made to the modified Request for Proposal (RFP) for PMMSY Group Accidental Insurance Scheme for Fishers as appended with this notice, before submission of their bids against this tender. If any bidder has already submitted his/her bid, then he/she should resubmit his/her bid taking into account the appended modified RFP. The proposal which is not in consonance with the attached RFP will be summarily rejected. The Last date of Submission of Bid is 7th November 2020, 02.00 pm.

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| --- | --- | --- | --- |
| **Page No**  | **Clause/ section** | **Existing**  | **Revised / Addition** |
| 2 | Table of Contents  | Earnest Money Deposit Performance Bank Guarantee | Removed Revised as Performance Guarantee. Performance Bank Guarantee can be read as Performance Guarantee through out RFP document. |
| 3 | Notice Inviting- Request for Proposal | The proposals received against this RFP will go through, EMD&Technical Bid Evaluation followed by Financial Bid Evaluation. The Financial Bids shall beopened only for such Insurance Companies who has submitted valid EMD and qualify against the Technical Bid Evaluation.  | The proposals received against this RFP will go through Technical Bid Evaluation followed by Financial Bid Evaluation. The Financial Bids shall beopened only for such Insurance Companies who have qualified against the Technical Bid Evaluation Criteria. |
| 3 | Notice Inviting- Request for Proposal | Interested bidders may download the RFP from the above websites. The bidder shall submit their proposal in two parts containing details of EMD&Technical details in the cover of Technical bid and financials in the cover of financial bids on CPP Portal. No proposal shall be accepted in any other form and shall be summarily rejected. No bidder shall submit more than one application. The time and date of opening of Financial Bids will be intimated to the successful bidders in advance. | Interested bidders may download the RFP from the above websites. The bidder shall submit their proposal in two parts containing details of Technical in the cover of Technical bid and financials in the cover of financial bid on CPP Portal. No proposal shall be accepted in any other form and shall be summarily rejected. No bidder shall submit more than one application. The time and date of opening of Financial Bids will be intimated to the successful bidders in advance. |
| 8 | Eligibility Criteria | * 1. Earnest Money Deposit of Rs. 50,000/-
 | Deleted.Due to deletion of the clause at Sl. No. (i) in Eligibility Criteria remaining clauses Clause at Sl. No (ii) to Sl No. (xiii) are revised as Sl. No (i) to Sl No. (xii) |
| 9 | Further,1. ..... .....
2. ..... .....
 | 1. NFDB for implementation of Group Accidental Insurance Scheme shall perform the following responsibilities :

..... .... .... .... .... .... .... .... .... .... .... .... .... .... .... .... .... In view of the above, responsibilities, Administrative Expenses @ 4% of the annual premium shall be paid to NFDB each year within 30 days of receipt of the premium by Insurance Company | Deleted. Due to deletion of the clause at Sl. No. 3 on Administrative Expenses, Clause at Sl. No 4 is revised as Sl. No.3.  |
| 10 | Earnest Money Deposit | An Earnest Money Deposit (EMD) in the form of online payment or through a Demand Draft/Bank Guarantee from a scheduled commercial Bank located in India in favour of the Chief Executive, National Fisheries Development Board, Hyderabad for the sum of **Rs.50,000/- (Rupees Fifty Thousand Only**) .... .... .... .... .... .... .... .... .... .... .... .... .... .... .... .... .... ....The EMD of unsuccessful bidders will be returned to them on completion of the process without any interest thereon. The EMD of successful bidderwill be returned to them on submission of Performance Bank Guarantee either at the time of or before the execution of Contract. | Deleted |
| 10 | Submission of the bid | The Bidders are invited to submit Technical (EMD will be part of Technical bid) and Financial Proposals(collectively called as - the proposal), as per the formats prescribed in twocovers in CPP Portal. The proposal will form the basis for grant of Work Order to the selected Insurance Company.  | The Bidders are invited to submit Technical and Financial Proposals(collectively called as - the proposal), as per the formats prescribed in two covers in CPP Portal. The proposal will form the basis for grant of Work Order to the selected Insurance Company.  |
| 11 | Bid Evaluation process:1. Evaluation of Technical bids
 | 1. The bid submitted with EMD of Rs.50000/- (Rupees Fifty Thousand Only) shall only be considered for further Technical Evaluation. Technical Bid without EMD will be summarily rejected. | The clause at Sl. No. 1 is deleted. Due to this, remaining clauses at Sl No. 2 to Sl. No. 5 are revised as Sl. No.1 to Sl. No. 4. |
| 12 | Performance Bank Guarantee | The successful bidder shall be required to provide a Performance Bank Guarantee of 5% of the total premium to be paid to the Insurance Company. The PBG issued by any scheduled commercial bank shall bevalid for the tenure of the contract period plus a claim period of 3 months, indemnifying any loss to the NFDB. The bank guarantee shall be provided to the NFDB either before or at the time of execution of the Contract. NFDB has the right to invoke the BG for any non-compliance of the terms & conditions of this RFP or the Contract to be executed between the selected bidder and the NFDB at any point of time without prejudice to Its other rights and remedies available under the Contract and/or the Law (s) for the time being in force. | The successful bidder shall be required to provide a Performance Guarantee of 5% of the total premium to be paid to the Insurance Company. Towards the Performance Guarantee, 5% of the premium to be retained by the client and the same will be released on completion of the tenure of the policy period subject to fulfilment of all the obligations of the policy placed, other stipulated conditions of RFP/MoA and settlement of claims if any. Submission of Proposal by the Bidder in response to the RFP is construed as acceptance by the Insurance Company to the above arrangement proposed by Client towards Performance Guarantee.NFDB has the right to invoke the Performance Guarantee for any non-compliance of the terms & conditions of this RFP or the Contract to be executed between the selected bidder and the NFDB at any point of time without prejudice to Its other rights and remedies available under the Contract and/or the Law (s) for the time being in force. |
| 12 | Signing of contract | Post submission of Performance Bank Guarantee by the successful bidder, NFDB will enter into a contract with the successful bidder incorporating necessary details of scope of work, deliverables, timeline, payment schedule, clarifications, resource deployment, financial proposal of the bidder and other clauses as necessary. | Once successful bidder is shortlisted, NFDB will enter into a contract with the successful bidder incorporating necessary details of scope of work, deliverables, timeline, clarifications, resource deployment, Insurance premium payable, retention of 5 % of premium payable as Performance Guarantee and other clauses as necessary. |
| 16 | Issuance of Work Order | On selection of the Bidder, an acceptance Letter will be issued to the selected Bidder. The Selected Bidder shall submit Performance Bank Guarantee (PBG) within 15 days from the date of issue of receipt of the Letter but before signing of agreement. Thereafter, a detailed Work Order will be issued to the Selected Bidder. The bid security (EMD) of all unsuccessful bidders will be released soon after acceptance of successful bid. | On selection of the Bidder, an acceptance Letter will be issued to the selected Bidder. The Selected Bidder within 15 days from the date of issue of acceptance the Letter has to sign a detailed Work Order . |
| 16 | Liquidated damages | If the selected bidder fails to complete the Assignment, within the period specified under the Work Order, the Performance Bank Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the Insurance Company, besides other action, including blacklisting of the Insurance Company as may be deemed fit by the Client. In case of part forfeiture of Performance Bank Guarantee and if the Insurance Company proceeds to complete the assignment, the Performance Bank Guarantee will need to be buffered and restored to the original value. Liquidated damages @ 1% per month to be computed on day basis subject to a maximum of 10% of value of agreement may be levied due to delay in commencement, progress and completion of assigned works.  | If the selected bidder fails to complete the Assignment, within the period specified under the Work Order, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the Insurance Company, besides other action, including blacklisting of the Insurance Company as may be deemed fit by the Client. In case of part forfeiture of Performance Guarantee and if the Insurance Company proceeds to complete the assignment, the Performance Guarantee will need to be buffered and restored to the original value. However, maximum of 10% of the premium paid may be levied as liquidated damages due to delay in commencement, progress and completion of assigned works.  |
| 17 | Annexure-I : Technical bid ProposalTable -2: Eligibility requirement | Sl.No.1 : Earnest Money Deposit  | Deleted.Due to this, remaining requirements at Sl. No. 2 to Sl. No. 14 are revised as Sl. No.1 to Sl. No. 13. |
| 21 | Annexure-V | Format of Bank Guarantee for Earnest Money Deposit | Deleted |
| 22 | Annexure-VIForm of Guarantee for Performance Security | **Form of Bank Guarantee for Performance Security**(To be stamped in accordance with Stamp Act if any, of the country for issuing bank) Ref.: Bank Guarantee:Date:Sir,In consideration of National Fisheries Development Board, Hyderabad under the Department of Fisheries, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Insurance Company] a [type of firm/Company/institution], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the Insurance Company) which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment [name of assignment] Work Order by issue of Client’s Work Order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Insurance Company, resulting in a Work Order valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the “Work Order”) and the Insurance Company having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the saidAgreement.We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the Insurance Company to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Insurance Company. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Insurance Company or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work Order by the Insurance Company nor shallthe responsibility of the bank be affected by any variations in the terms and conditions of the Work Order or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work Order between the Client and the Insurance Company any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving theBank.The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Insurance Companyand notwithstanding any security or other guarantee that the client may have in relation to the Insurance Company’s liabilities.This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.This Guarantee shall not be affected by any change in the constitution or winding up of the Insurance Companythe Bank or any absorption, merger or amalgamation of the Insurance Company /the bank with any other Person.Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of Insurance Company] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in ‗yyyy‗ format] at[place].**WITNESS**1. [signature, name and address]
2. [signature, name and address]
 |  **Form of Guarantee for Performance Security**Date:Sir,In consideration of National Fisheries Development Board, Hyderabad under the Department of Fisheries, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Insurance Company] a [type of firm/Company/institution], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the Insurance Company) which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment [name of assignment] Work Order by issue of Client’s Work Order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Insurance Company, resulting in a Work Order valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the “Work Order”) and the Insurance Company having agreed for the client (NFDB) to retain the 5% of the premium, i.e., Rs. [amount in figures and words] for Performance Guarantee of the said Agreement.The Performance Guarantee amount of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_(5% of the total premium payable) will be released on completion of the tenure of the policy period subject to fulfilment of all the obligations of the policy placed, other stipulated conditions of RFP/MoA and settlement of claims if any.NFDB has the right to invoke the Performance Guarantee amount for any non-compliance of the terms & conditions of this RFP or the Contract to be executed between the selected Insurance company and the NFDB at any point of time without prejudice to Its other rights and remedies available under the Contract and/or the Law (s) for the time being in force.**WITNESS**1. [signature, name andaddress]
2. [signature, name andaddress]
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Date: 01-11-2020 National Fisheries Development Board,

 Hyderabad.