

File No.NFDB//M&E/PMMSY/GAIS/2020-2021

**REQUEST FOR PROPOSAL
FOR
PMMSY GROUP ACCIDENTAL
INSURANCE SCHEME FOR FISHERS**

DUE DATE & TIME: 14th December, 2020 (2.00 pm)

**NATIONAL FISHERIES DEVELOPMENT BOARD
Department of Fisheries
Ministry of fisheries, Animal Husbandry and Dairying
Government of India
“Fish building” Pillar No: 235, PVNR Expressway
Hyderabad - 500052**

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Notice Inviting – Request for Proposal

Proposals are invited by the National Fisheries Development Board, Hyderabad for the **Group Accidental Insurance Scheme (GAIS)** for fishers identified by State/ UT departments from Insurance Regulatory and Development Authority of India (IRDAI) licensed Insurance Companies operating in India.

The proposals received against this RFP will go through Technical Bid Evaluation followed by Financial Bid Evaluation. The Financial Bids shall be opened only for such Insurance Companies who have qualified against the Technical Bid Evaluation criteria.

Interested Insurance Companies are requested to refer to this RFP available on the NFDB website <http://nfdb.gov.in>, the Department of Fisheries, Government of India website <http://dof.gov.in> including Central Public Procurement Portal (CPPP) <http://eprocure.gov.in>. The schedule for receipt and opening of the RFP is as follows:-

Date of issue of RFP	23 rd November, 2020
Last date for receiving queries/requests for clarification by mail	1 st December, 2020, 5.30 pm
Pre Bid meeting	3 rd December, 2020 11.00 am
NFDB's response to queries/requests for clarification	7 th December, 2020
Last Date for Submission of Bids	14 th December, 2020, 2.00 pm
Opening of Technical Bids	15 th December, 2020, 2.00 pm onwards in the office of NFDB, Hyderabad

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.

DISCLAIMER

1. This Request For Proposal (RFP) is not an offer by NFDB, but an invitation to receive proposal from eligible insurance companies for Group Accidental Insurance Scheme(GAIS) for fishers through out the country. No contractual obligation whatsoever shall arise from this RFP process unless and until a formal contract is signed and executed between NFDB and the selected Insurance Company. This document should be read in its entirety.
2. NFDB will not have any liability to any prospective Insurance Company or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of NFDB or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. NFDB will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.
3. NFDB will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that NFDB is bound to select a Bidder or to appoint the Successful Bidder, as the case may be, for the Insurance Activity and NFDB reserves the right to accept / reject any or all the proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. NFDB also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.
4. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NFDB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. NFDB does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for NFDB to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by NFDB in relation to the insurance services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtains independent advice from appropriate sources.
6. NFDB, its officers and employees will not be liable in any way whatsoever for any loss, damage, cost or expense (including without limitation any liability arising from any fault or negligence on their part) arising from the evaluation process.
7. NFDB reserves the right to change/modify/amend any or all provisions of this RFP document. Such revisions to the RFP/amended RFP will be made available on the websites of a)NFDB, b) Department of Fisheries, Government of India and c) Central Public Procurement Portal (CPPP).

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Section 1. Letter of Invitation

Hyderabad

Foreseeing the immense potential for development of fisheries and for providing focused attention to the sector, the Government of India in May, 2020 approved the Pradhan Mantri Matsya Sampada Yojana (PMMSY) – A scheme to bring about Blue Revolution through sustainable and responsible development of fisheries sector in India. The PMMSY is designed to address critical gaps in fish production and productivity, quality, technology, post-harvest infrastructure and management, modernization and strengthening of value chain, traceability, establishing a robust fisheries management framework and fishers' welfare. NFDB has been identified as the nodal agency for the implementation of PMMSY including Insurance schemes.

Insurance component under PMMSY Guidelines:

One of the Objectives of the PMMSY is Social, physical and economic security for fishers and fish farmers as well as welfare of the fishers. In view of this, for the welfare of the fishers and fishermen, PMMSY made provision for Insurance to Fishers under sub-components of beneficiary oriented centrally sponsored scheme, at SL. No.14.1 of Annexure-II.

1. As per Guidelines of PMMSY, under beneficiary oriented centrally sponsored scheme, sub-components at SL. No.14.1 of Annexure-II, Insurance to Fishers is covered. Under this component, fishers would be insured for (i)Rs.5,00,000/- against accidental death or permanent total disability, (ii)Rs.2,50,000/-forpermanentpartialdisabilityand(iii)insurancecoverageforhospitalizationexpenses in the event of accident for a sum of Rs.25,000.The insurance cover shall be for a period of 12 months, renewable from year to year and premium shall be paid annually. A policy would be taken out by NFDB in respect of all the participating States/UTs.
 - i. Fishers will also mean to include fish workers, fish farmers and any other category of persons directly involved in fishing and fisheries related allied activities.
 - ii. Fishers in the age group 18 to 70 years shall be covered under the Scheme.
 - iii. The annual premium will be shared in the ratio of 60:40 between Central and State Governments. In case of North-Eastern States & Himalayan States, amount of premium would be shared by the Centre and North-Eastern & Himalayan States on 90:10 basis. In the case of Union Territories, 100% premium shall be borne by the Central Government.
 - iv. The scheme shall be implemented by NFDB, which is appointed by Department of Fisheries, Government of India, as the nodal agency for insurance of the fishers under PMMSY and claim documents will be routed through NFDB to concerning Insurance Company.
 - v. About 35 lakh fishers or more shall be covered under this Group Accidental Insurance Scheme.
2. Accordingly, the NFDB invites responses (“Proposals”) to this Request for Proposal (“RFP”) from reputed Insurance/Companies (“Bidders”) for implementation of PMMSY Group Accidental Insurance Scheme as per the Scope of Work described in this RFP in Section-2.
3. Any contract that may result from this competitive bidding process will be issued initially for a period of 2(two) years which may be extended for further period (not later than PMMSY period) on mutually agreed terms and conditions between NFDB and the Insurance Company.

4. The detailed RFP document providing the salient features of the PMMSY Group Accidental Insurance Scheme, Term of Reference (ToR), eligibility criteria, evaluation criteria, terms and conditions, formats for submission etc. are available on the NFDB website <http://nfdb.gov.in>, the Department of Fisheries, Government of India website <http://dof.gov.in> including Central Public Procurement Portal (CPPP) <http://eprocure.gov.in>.

5. Interested bidders may download the RFP from the above websites and send in their response to

**The Chief Executive
National Fisheries Development Board
Department of Fisheries
Ministry of Fisheries, Animal Husbandry and Dairying, Govt of India
"Fish Building" Pillar No: 235, PVNR Expressway
SVPNPA Post, Hyderabad-500052. Tel: +
91 - 040 - 24000201/177**

6. Proposals must be submitted on or before closing date and time.

2. Scope of Work

NFDB is issuing this RFP document (here in after referred to as “the RFP” which shall include all attachments and annexures hereto as well as all amendments, addendums, modifications and alteration hereto) to service providers, (hereinafter referred to as “the Bidder”) to enable them to participate in the competitive bidding for “**Selection and Appointment of Insurance Company for PMMSY Group Accidental Insurance Scheme**”

The Insurance Company would be responsible for providing Group Accidental Insurance Policy for fishers identified by the respective State / UT Fisheries departments.

The premium on sum insured will be contributed by respective State/ UT fisheries department as well as DoF and the same will be paid by the NFDB to the Insurance Company. The Insurance company shall provide competitive quotes based on the following parameters.

Group Accidental Insurance Policy details:

SI. No	Particulars	No. of fishers (approx..)	Amount of Coverage in Rs.
1.	Accidental Death or Permanent total disability due to accident	35 Lakh	5.00 lakh
2.	Permanent Partial Disability due to accident	35 Lakh	2.50 lakh
3	Hospitalization due to accident	35 Lakh	25,000/-

- The Policy should cover Accident Death or Permanent Total Disablement due to accident (As per IRDAI Guidelines)
- Permanent Partial Disablement (Percentage of disability as per IRDAI Guidelines)
- Hospitalization expenses due to accident

Above mentioned scope is indicative and not exhaustive.

The insurance cover shall be for a period of 12 months, renewable from year to year and premium shall be paid annually. A policy would be taken out by NFDB in respect of all the participating States/UTs. The Scheme will be continued throughout the PMMSY period.

Any contract that may result from this competitive bidding process will be issued initially for a period of 2 (two) years which may be extended for further period (not later than PMMSY period) on mutually agreed terms and conditions between NFDB and the Insurance Company. The Insurance Company will have the choice of selecting the Insurance Broking Agency in consultation with the client (NFDB).

The Insurance Company shall provide the Technical bids and Financial bids as per Annexure-I and Annexure -II respectively for the scopes mentioned as above.

3. INSTRUCTIONS TO BIDDERS:

Timeline:

The schedule for receipt and opening of the bids is as follows:-

Date of issue of RFP	23 rd November, 2020
Last date for receiving queries/requests for clarification by mail	1st December, 2020, 5.30 pm
Pre Bid meeting	3 rd December, 2020 11.00 am
NFDB's response to queries/requests for clarification	7 th December, 2020
Last Date for Submission of Bids	14 th December, 2020, 2.00 pm
Opening of Technical Bids	15 th December, 2020, 2.00 pm onwards in the office of NFDB, Hyderabad

Eligibility Criteria :

Request for Proposal is invited from IRDA approved insurance companies for providing Group Accidental insurance cover to eligible fishers under the Centrally Sponsored Scheme component of Pradhan Manthri Matsya Sampada Yojana (PMMSY). The Insurance Company should fulfil the following criteria:

- i. Insurance Company must have a valid IRDAI license as on the date of submission of the Technical Bid for providing General Insurance business in India.
- ii. Insurance Company should have experience in insurance sector for at least 10 years
- iii. Insurance Company should have a minimum Claim Settlement Ratio of 90% (as per IRDAI) during the last three financial years, i.e. FY 2017-18, 2018-19 and 2019-20.
- iv. The Total Premium Collection should be more than Rs.100 Crore for each of the last three financial years i.e. FY 2017-18, 2018-19 and 2019-20.
- v. Insurance Company should have filed Income Tax Returns for FY 2017-18, 2018-19 and 2019-20
- vi. The Insurance Company should have annual turn-over of more than Rs.1800cr
- vii. Should not have been blacklisted by any State/ Central Government departments/ organizations/ Govt. of India Undertaking departments
- viii. Should have Pan India Presence
- ix. Should have covered at least 5 lakh beneficiaries under any Group Insurance Scheme of State/ Central Govt./ Government undertakings twice in the last three year. i.e., 2017-18, 2018-19 and 2019-20
- x. The Insurance Company should have been appointed by at least 2 Central Government/ State govt. / Govt. undertakings.

Further,

1. No insurance brokerage firm shall be eligible for this RFP.
2. The Insurance Company will have a choice of selecting the Insurance Broking Agency in due consultation and on mutually agreed terms with NFDB. The brokerage charges to the Intermediary/Intermediaries has to be borne by the Insurance Company as per the IRDAI rules.
3. Failure/ non-performance of the Insurance Company: A claim, if not settled by the Insurance Company within stipulated time will make such Insurance Company liable to pay additional 10 % of total sum assured for such deceased as penalty.

Queries:

The Pre-bid meeting will be held on 3rd December 2020, at 11.00 am through Virtual mode. The bidders may send their queries, if any, on the document published on or before 26th November, 2020, 5.30 pm to NFDB through e-mail to: info.nfdb@nic.in

The queries will be responded through email by NFDB.

Amendments to the RFP

1. At any time prior to Due Date, NFDB may, for any reason, whether on its own or in response to the clarification request by a prospective bidder, modify this RFP.
2. All bidders are requested to visit CPP Portal, NFDB website, DoF website for any amendment/ modification / corrigenda. Such amendment / modification / corrigenda shall always be binding on all bidders. The bidders shall check for notifications /corrigenda/amendments etc. issued in respect of RFP document till 6 days before opening date and submit their proposal as per RFP, if any.

Authorized Signatory

The Bidder shall submit the bid authenticated by an authorized person from any of their offices in India. The Bidder's authorized signatory shall authenticate by sign and seal, each page of the bid in original and photocopies including brochures/ pamphlets/ write-up etc.

Submission of the bid:

Bidders are informed that the selection of Insurance Company shall be based on an evaluation process specified in this RFP (the Bid Evaluation Process). Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the selection process will be given and that client's decisions are final without any right of appeal whatsoever.

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.

The Bidder shall submit the proposal in the form and manner specified in this RFP. The proposal shall be submitted as per the formats Specified.

Bidders shall bear all costs associated with the preparation and submission of their proposals and their

participation in the selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by client or any other costs incurred in connection with or relating to its proposal. The client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to grant of Work Order, without thereby incurring any liability to the Bidders.

All the papers regarding the Technical Bids should be duly signed by an authorized signatory on each page in token of having accepted the terms and conditions therein. The documents submitted should not contain any interlineations, erasures, or over- writings. Information provided here should be used for its intended scope and purpose and complete confidentiality should be maintained.

Bid Evaluation process:

I. Evaluation of Technical Bids

1. The Technical Bids shall be opened by the Bid Evaluation Committee, as constituted by NFDB.
2. The Bid Evaluation Committee shall evaluate the Technical Bid as per the eligibility criteria as listed in the RFP and all such bidders who fulfil the eligibility criteria shall be considered for further tender evaluation process.
3. Any Technical Bids which deviate from the terms and conditions of this RFP shall be rejected.
4. Submission of Technical Bids by any bidder shall be construed as acceptance of all the terms and conditions of this RFP.

II. Evaluation of Financial bids:

1. Financial bids of Technically qualified bidders shall be evaluated for the selection of the bidder.
2. All the contents of the Bids should be appropriately filled. The bid submitted with incomplete information shall be treated as Non-responsive and will be summarily rejected.
3. Lowest quoted bidder shall be selected after evaluation of financial bids. For identifying the lowest quote the total price quoted for item listed at Annexure II, Sl.no.(2), Row 'e' (which is the cumulative of Sl.no (a) + Sl.no.(b) + Sl.no. (c) of Column VI) in the Financial Bid titled "*Annual Insurance Premium for Death or Permanent total disability due to accident, Permanent Partial disability due to accident and Hospitalization expenses due to accident per Fisher*" shall only be considered.
4. In the event of bidders being "tied", the firm quoting the lowest premium amount at Sl.No. 'ä' of Column VI in the Table of financial bid at Annexure II will be adjudicated as the selected bidder for the award of the work.
5. In the event of bidders being "tied" even as listed at sl.no.4 of above, the firm quoting the lowest premium amount at Sl. No. 'b' of column VI in the Table of financial bid at Annexure II will be adjudicated as the selected bidder for the award of the work.

6. In the event of bidders being “tied” even as listed at sl.no.5 of above, the firm quoting the lowest premium amount at Sl. No. ‘c’ of column VI in the Table of Financial Bid at Annexure II will be adjudicated as the selected bidder for the award of the work.
7. In the event of bidders being “tied” even as listed at Sl.No.6 of above, the firm with higher cumulative annual turnover during the last three financial years will be adjudicated as the selected bidder for award of the work.
8. In the event of bidders being “tied” even as listed at sl.no.7 of above, the selected bidder shall be identified by draw of lots, which shall be conducted, with prior notice, in the presence of Tied bidders, who may choose to attend.

Validity of Bids

The bids shall remain valid for a period of 180 days from the last date of submission of bids. All responses including technical and financial bid would be deemed to be irrevocable offers/proposals from the Bidders and shall, if accepted by NFDB, form part of the final contract between NFDB and the selected Bidder. NFDB may seek further extensions of the bid validity, if required.

The decision of the NFDB shall be final and binding in this regard.

Performance Guarantee (PG):

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.

Signing of Contract

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.

Indemnity

The Selected Vendor shall indemnify the NFDB, and shall always keep indemnified and hold the NFDB, its employees, personnel, officers, directors, (hereinafter collectively referred to as (“Personnel”)) harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys 'fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the NFDB as a result of:

- NFDB's authorized / bona fide use of the Deliverables and /or the Services provided by selected Vendor under this RFP; and/or any act of commission or omission, fraud, negligence, breach on the part the selected Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or any act of omission of statutory requirement and/or
- Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected Vendor to its employees, its agents, contractors and sub-contractors
- breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the selected Vendor under this RFP/subsequent agreement and/or
- breach of confidentiality obligations of the selected Vendor contained in this RFP and/or
- The acts, errors, representations, misrepresentations, willful misconduct or Negligence or gross misconduct attributable to the selected Vendor or its employees or sub- contractors under this RFP/subsequent agreement.
- Loss of data due to selected vendor provided facility
- Any deficiency in the services of selected Bidder.
- Any transaction contemplated under this RFP/subsequent agreement.
- The provisions of this Clause shall survive the termination of RFP and subsequent Agreement made thereafter.

Limitation of liability

The selected bidder's maximum aggregate liability to Client under or in connection with an Order under this RFP or any collateral contract, whether arising from negligence, breach of contract, tort, breach of statutory duty, indemnity or otherwise shall not in the aggregate exceed the charges paid to selected bidder for the Services in respect of the Order in question and in respect of this Agreement shall be limited to the total amount of the charges paid to selected bidder for Services. Nothing in this or Agreement arising out of this tenders shall exclude or in any way limit either party's liability to the other for fraud or fraudulent misrepresentation (to the extent such an exclusion is not permitted death or personal injury caused by negligence or that of its employees, directors, partners, agents or subcontractors any liability to the extent that the same may not be excluded or limited as a matter of law.

Termination of Contract/Work order:

Client i.e. National Fisheries Development Board(NFDB), Hyderabad shall have the right to terminate the Contract/Work order issued to the Insurance Company (i.e. Selected Bidder) at any time during the tenure of the work, if the performance of the Insurance Company is found to be unsatisfactory or violation of any clause of the RFP pertaining to execution of the work. For termination of the contract, NFDB shall provide the Insurance Company a notice of minimum of 15 (Fifteen) days, to allow the Insurance Company to clarify its position of unsatisfactory performance observed by NFDB. If the clarification provided by the Insurance Company is not upto the satisfaction of the NFDB, the contract of the Insurance Company will be terminated. If the Contract/Work order is terminated due to the fault of the Insurance Company or in case of termination of the assignment by the Insurance Company for reasons not attributable to NFDB, the Client i.e. NFDB will forfeit the performance security of the Insurance Company.

Warranties:

- All the warranties held by or in the name of these selected bidders shall be assigned or transferred "As Is" in the name of the NFDB. The selected bidder shall execute any and all such documents as may be necessary in this regard.
- The parties shall return confidential information and will sign-off and acknowledge the return of such confidential information.
- The selected bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the selected bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the selected bidder under this tender and subsequent agreement, upon termination or expiration thereof, for any reason whatsoever.

Force Majeure:

1. In this Clause "Event of Force Majeure" means an event beyond the control of NFDB and the Selected Bidder (i.e. Insurance Company), which prevents either Party from complying with any of its obligations under the Contract, including but not limited to:
 - i. Acts of God;
 - ii. war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
 - iii. rebellion, revolution, insurrection, or military or usurped power, or civil war;
 - iv. riot, commotion, lock outs or disorder, unless solely restricted to employees of the Selected Bidder (i.e. Insurance Company) or threats of terrorism.

2. Consequences of Force Majeure Event

- i. Neither NFDB nor the Selected Bidders shall be considered in breach of the Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the date of signing of contract.
- ii. The affected Party prevented from carrying out its obligations under the contract shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the affected Party.
- iii. If and to the extent that the Selected Bidder is prevented from executing the Services by the Event of Force Majeure, the Selected Bidder shall be relieved of its obligations to provide the Services but shall endeavour to continue to perform its obligations under the Contract so far as reasonably practicable and in accordance with Good Operating Practices, {PROVIDED that if and to the extent that the Selected Bidder incurs additional Cost in doing so, the Selected Bidder shall be entitled to the amount of such Cost [COST BEING DEFINED AS HAVING NO PROFIT COMPONENT] (the Selected Bidder having taken reasonable steps to mitigate the Cost)}.
- iv. If and to the extent that the Selected Bidders suffers a delay in execution of the contractual services beyond the timeline fixed for each phase as a result of an Event of Force Majeure then it shall be entitled to an extension of the time for completion as may be mutually decided by both the parties.
- v. The Selected Bidder shall be entitled to payment as per payment schedule mentioned in the Contract/Work Order after grant of extension of timeline for phase completion prescribed in 2 (iv) above due to the period of interruption caused by the Event of Force Majeure.
- vi. The Contract Period shall be extended by a period of time equal to the period of interruption caused by an Event of Force Majeure.

Disputes Settlement:

If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Hyderabad, India and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

Arbitration:

If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Hyderabad, India and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

Governing Law and Jurisdiction:

This RFP and subsequent agreement with the Selected Bidders shall be governed and construed in accordance with the laws of India and courts in Hyderabad will have the exclusive jurisdiction to determine the issues arising out of this RFP.

Corrupt and Fraudulent practice:

1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy.
2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
3. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the NFDB and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the NFDB of the benefits of free and open competition.
4. The NFDB reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
5. The NFDB reserves the right to declare a Bidder ineligible, either indefinitely or for a stated period of

time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Issuance of Work Order:

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.

Liquidated damages

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.

Confidentiality:

The Insurance Company and the Personnel of Company shall not, either during the term or after the expiration of this Work Order, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

Precedence of Documents

If there is any inconsistency between the terms of this RFP and any of its annexures, appendices, schedules or attachments, then, the terms of this RFP will prevail to the extent of any such inconsistency.

ANNEXURE-I

TECHNICAL BID PROPOSAL

1. Information of the Bidder:

Sl. No.	Particulars	Details
1	Name of the bidder	
2	Address of the bidder	
3	Date of Registration with Registration No.	
4	GST No.	
5	PAN No.	
6	Name and designation of the contact person	
7	Telephone / Mobile no.	
8	E-mail address of the contact person	
9	Website	

2. Eligibility requirement and documents required for Evaluation of Technical Bid:

Sl. No.	Eligibility Criteria	Documents to be submitted
1.	Insurance Company must have an IRDAI license as on the date of submission of the Technical Bid for providing General Insurance business in India.	Self-certified copy of the certificate should be submitted.
2.	Should have experience in insurance sector for at least 10 years	(i) Certified copies of Certificate of Incorporation and, (ii) Undertaking on the Company's letterhead to that effect.
3.	Insurance Company should have a minimum Claim Settlement Ratio of 90% (as per IRDAI) during the last three financial years, i.e. FY 2017-18, 2018-19 and 2019-20.	Undertaking on the Company's letter head.
4.	The Total Premium Collection should be more than Rs.100 Crore for each of the last three financial years i.e. FY 2017-18, 2018-19 and 2019-20.	Certificate from the auditor to be submitted.
5.	Insurance Company should have filed Income Tax Return for FY 2017-18, 2018-19 and 2019-20	Copy of ITR Acknowledgment to be Submitted for the three years. In case of non-availability of the same for the year 2019-20, the provisional financial

		statement for the FY 2019-20 duly self-certified and signed by CA along with Form 26 AS will be considered in lieu of ITR Acknowledgement for the FY 2019-20.
6.	The Insurance Company should have annual turnover of more than Rs.1800cr	Certificate from the auditor to be submitted.
7.	Letter of under taking	As per Annexure –III
8.	Insurance Company should not have been blacklisted by any state/central government departments/ organizations	Self-declaration as per Annexure-IV
9.	Insurance Company should have Pan India presence	Self-declaration
10.	Insurance Company should have covered at least 5 lakh beneficiaries under any Group Insurance Scheme of state/ central Govt./ Gov. undertakings twice in the last three year. i.e., 2017-18, 2018-19 and 2019-20	Self-certification
11.	Insurance Company should have been appointed by at least 2 Central/State govt. / Govt. undertaking.	Self-Certification/ Copy of Work order

Signature and name of Authorized Signatory with Stamp/ Seal

Date:

Place:

FINANCIAL BID PROPOSAL

1. Name and Address of Insurance Company:

2. Annual Insurance Premium for Accidental Death or Permanent total disability due to accident, Permanent Partial disability due to accident and Hospitalization expenses due to accident per fisher:

Sl. No	Particulars of Insurance Premium	Amount of Coverage in Rs.	Premium inRs.	GST and other applicable taxes	Total Premium inRs. (IV + V)	Total Premium in words
I	II	III	IV	V	VI	VII
a.	Accidental Death or total disability due to accident	5.00 lakh				
b.	Partial Disability due to accident	2.50 lakh				
c.	Hospitalization expenses due to accident	25,000/-				
d.	TOTAL					
e.	TOTAL Annual Premium payable per fisher (Cumulative of Sl.no.(a)+Sl.no(b)+Sl.no.(c) of Column VI)					
f.	TOTAL Premium payable in words (Column VI of d th Row)					

Signature and name of Authorized Signatory with Stamp/Seal

Date:

Place

ANNEXURE-III

Letter of undertaking

To
The Chief Executive
National Fisheries Development Board Department
of Fisheries
Ministry of Fisheries, Animal Husbandry and Dairying, Govt of India
"Fish Building" Pillar No: 235, PVNR Expressway
SVPNPA Post, Hyderabad-500052.
Tel: + 91 - 040 - 24000201/177
Email: ce.nfdb-dadf@gov.in/info.nfdb@nic.in

Subject: - Notice inviting Request for Proposal (RFP) for the Group
Accidental Insurance Scheme (GAIS) for fishers

Dear Sir,

With reference to the above, I am/ We are offering our competitive bids for Notice Inviting Request for Proposal Group Accidental Insurance Scheme (GAIS) for fishers.

I / We hereby declare that I / We have carefully read, understood & complying the above referred tender document including instructions, terms & conditions, specifications and all the contents stated therein.

I / We hereby undertake that

- i) to settle claims within 15days on receipt of the same.
- ii) not to load premium during the entire period of claim servicing in case of high claim ratio.
- iii) Catastrophic losses to be taken care of without any additional premium.
- iv) The approved insurance premium cannot be altered during the period of PMMSY scheme implementation.

Signature and name of Authorized Signatory with Stamp/Seal

Date:

Place:

**Self-Declaration
(To be provided on Letter Head of the Firm)**

I hereby certify that our firm is neither blacklisted by any Central/State Government/Public Undertaking/Institute nor is any criminal case registered / pending against the firm.

I also certify that the above information is true and correct in every respect and in any case at a later date if it is found that any details provided above are incorrect, any contract given to the firm be summarily terminated and the firm blacklisted.

Signature and name of Authorized Signatory with Stamp/ Seal

Date:

Place:

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 and address]

2. [signature, name and address]

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