

**File No. NFDB/Tech-5/Aqua Crop Insurance/2018-19**

**NOTICE INVITING  
REQUEST FOR PROPOSAL (RFP)  
from  
Insurance Broking Agencies  
for  
AQUACULTURE CROP INSURANCE**

**DUE DATE & TIME: 23.11.2020, (05:00 PM)**

**National Fisheries Development Board  
Department of Fisheries  
Ministry of Fisheries, Animal Husbandry and Dairying,  
Govt. of India  
"Fish Building" Pillar No: 235, PVNR Expressway.  
Hyderabad-500052**

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### **Notice Inviting- Request for Proposal**

1. Proposals are invited by the National Fisheries Development Board, hereinafter referred to as “NFDB/Client” from IRDAI licensed Insurance Broking agencies operating in India for engagement of Insurance Broking Agency to work as an intermediary between the NFDB, Insurers and farmers for extending aquaculture crop insurance to fish and shrimp farmers under the Pilot scheme on Aquaculture Crop Insurance implemented by NFDB.

2. The proposals received against this RFP will go through EMD, Pre-Qualification and Technical Bid Evaluation. The Technical Bids shall be opened only for such Insurance Broking Agencies who have submitted the EMD and fulfilled the pre-qualification criteria.

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

<b>Date of issue of RFP</b>	<b>3<sup>rd</sup> November 2020</b>
<b>Last date for receiving queries/requests for clarification</b>	<b>9<sup>th</sup> November 2020, 5.30 pm</b>
<b>Pre-bid meeting</b>	<b>11<sup>th</sup> November 2020, 11.00 am</b>
<b>NFDB's response to queries/requests for clarification</b>	<b>16<sup>th</sup> November, 2020</b>
<b>Last Date for Submission of Bids</b>	<b>23<sup>rd</sup> November, 2020, 5.00 pm</b>
<b>Opening of the EMD/Pre-Qualification Bids</b>	<b>25<sup>th</sup> November, 2020, 10.00 am onwards in the office of NFDB, Hyderabad</b>

4. Interested Bidders may download the RFP from the above websites. The Bidder shall submit their proposal in three covers containing EMD, pre-qualification & technical details on CPPP. No proposal shall be accepted in any other form and shall be summarily rejected. No Bidder shall submit more than one application.

## **DISCLAIMER**

1. This Request For Proposal (RFP) is not an offer by NFDB, but an invitation to receive proposal from eligible Insurance Broking Agencies to work as an intermediary for implementation of Pilot scheme on Aquaculture Crop Insurance. 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 Broking Agency. This document should be read in its entirety.
2. NFDB will not have any liability to any prospective Insurance Broking Agency 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).

### **Section 1. Letter of Invitation**

Fisheries is a sunrise sector supporting the livelihoods of about 28 million fishers in the country directly or indirectly. India ranks second in the world in total fish production and also in fish production through aquaculture.

2. The Government of India in May, 2020 approved a new scheme namely 'Pradhan Mantri Matsya Sampada Yojana' (PMMSY). The scheme envisages to bring about Blue Revolution through sustainable and responsible development of fisheries sector in India. PMMSY is designed to address critical gaps in fish production and productivity, postharvest infrastructure, traceability and fishers' welfare. NFDB has been identified as the nodal agency for implementation of PMMSY including Insurance schemes.
3. To mitigate the risks faced by aqua farmers, NFDB proposes to implement the aquaculture crop insurance scheme to provide basic cover for brackish water shrimp (*L.vannamei*) and fish (Indian Major Carps) on Pilot basis in an area of around 2000 ha. over a period of two years @ 1000 ha. in each year in the selected States; Andhra Pradesh, Odisha, Gujarat, Madhya Pradesh and Bihar with one district in each State depending on the local condition and demand evaluation.
4. NFDB proposes to provide subsidy on insurance premium to an extent of 40% for farmers belonging to General Category and 60% for farmers belonging to SC, ST category and women farmers.
5. Services of IRDAI approved Intermediary shall be availed for finalization of Aquaculture Crop Insurance scheme and provide necessary handholding in implementing & monitoring the scheme.
6. The insurance broking services shall be free of cost to NFDB by the selected Insurance Broking Agency. The payment for insurance broking services would be borne by the insurance agency as per IRDAI regulations.
7. Accordingly, the NFDB invites responses ("Proposals") to this Request for Proposal ("RFP") from reputed Insurance Broking Agencies/Companies ("Bidders") for implementation of Pilot scheme on Aquaculture Crop Insurance as per the Scope of Work described in this RFP in Section- 2.
8. The contract resulted from this competitive bidding process will be issued for a period of 2 (Two) years on mutually agreed terms and conditions between NFDB and the Insurance Broking Agency.
9. The detailed RFP document providing the salient features of the Pilot scheme on Aquaculture Crop Insurance, scope of work, 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> and Central Public procurement Portal <http://eprocure.gov.in> ("CPPP").
10. 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
11. Proposals must be submitted on or before closing date and time

## **Section 2: Scope of Work**

NFDB proposes to implement the pilot scheme on aquaculture crop insurance covering an area of around 2000 ha. over a period of 2 years @ 1000 ha. per year in selected States such as Andhra Pradesh, Odisha, Gujarat, Madhya Pradesh and Bihar with one district in each State. The brackish water shrimp insurance for *L.vannamei* will be implemented in Andhra Pradesh & Gujarat while

the fish crop insurance for Indian Major Carps will be implemented in Andhra Pradesh, Odisha, Madhya Pradesh and Bihar. The Insurance Broking Agency shall assist in pre-placement, placement and post placement of aquaculture crop insurance policy and its implementation as detailed below:

### **Phase 1 – Pre-Placement Services**

Insurance Broking Agency would be advising the Strategic Conceptualization and Initialization of the whole program. The Strategic Conceptualization of the following action Items would be undertaken with the NFDB which will have the following Action heads:

- a) Placement and designing of the Insurance Policy
- b) Cost Containment measures
- c) Capacity Building
- d) Communication Plans

### **Phase 2 - Placement Services**

Insurance Broking Agency would be acting as a Strategic consultant and would be assisting in the placement process of the scheme.

#### **a. Placement strategy – Through transparent tendering process**

1. Determine evaluation criteria for Insurer selection in association with NFDB
2. Draft RFP (request for proposal) to be submitted to NFDB for approval
3. Assess NFDB service requirement and Insurer capabilities in the marketplace
4. Request placement quotations from Insurers and answer RFP related queries.

#### **b. Quotation analysis**

1. Evaluate quotes
2. Facilitate Insurer meetings

#### **c. Recommendation & placement confirmation**

1. Recommend Insurer
2. Placement as per agreed terms and conditions

#### **d. Policy review**

1. To ensure policy terms & conditions as per the RFP provided
2. Data consolidation for policy issuance.

### **Phase 3: - Post Placement Services**

Insurance Broking Agency would be functioning as a Strategic Consultant arm of NFDB and would be assisting in the Post Placement Process of the program. Insurance Broking agency would undertake the following action items as post placement activities

#### **a. Servicing Support**

1. Designing the Service Level Agreement to be signed between Vendors and NFDB highlighting the scope of services and timelines

2. Single point of contact for all services.
3. Establish clear escalation matrix for query resolution

**b. Communication support**

1. Communication assistance for change management in case of any major change in plan design
2. Design and Implementation of Communication
3. Frequently Asked Question design
4. High level communication sessions (Train the trainer)

**c. Claim monitoring & Periodic Review**

1. Monthly utilization report & presentation
2. Quarterly Third-Party Administrator data audit to ensure consistency between claims filed and claims cleared by the TPA.

**d. Service level agreement**

1. Set deliverables and expectations with Insurers and Third-Party Administrator
2. Claim volume Handling
3. Claims Escalation Handling
4. Endorsement Data Handling

**e. Turnaround Time Analysis**

1. Monitoring delivery by Third Party Administrator/ Insurer as per agreed Service Level Agreement

**f. Administration support**

1. Manage membership data in consultation with NFDB
2. Calculation of monthly endorsement
3. Coordination with TPAs in case of data deficiency

**Section 3: Instructions to Bidders**

3.1 The Bidders are invited to submit the proposal in three covers containing the details of EMD, Pre-qualification and Technical Proposal in CPPP. The proposal will form the basis for grant of Work Order to the selected Insurance Broking Agency.

3.2 The Bidder shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith.

3.3 Bidders shall bear all costs associated with the preparation and submission of their Proposals and their participation in the selection process, 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.

3.4 It is the Client's policy to require that the Bidders observe the highest standard of ethics during the selection process and execution of work/assignment. In pursuance of this policy, the Client:

- a) will reject the proposal for award if it determines, at any stage/time, that the Bidder has engaged in corrupt or fraudulent activities in competing for the Work Order in question;
- b) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded any contract or Work Order if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the Work Order.

3.5 The Bidder shall submit their proposal in three parts containing details of Earnest Money Deposit (EMD), Pre-Qualification Proposal, Technical Proposal respectively on Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>). Original EMD is to be deposited at National Fisheries Development Board, Hyderabad. No proposal shall be accepted in any other form and shall be summarily rejected.

3.6 **Number of Proposals:** No Bidder shall submit more than one Application.

3.7 Any entity which has been barred by the Central Government or its agencies, any State/Union Territory Government or its agencies, a statutory body, an order of a judicial/regulatory authority or a public sector undertaking from participating in any project and the bar subsists as on the date of the Proposal due date would not be eligible to submit a Proposal.

3.8 A Bidder should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach of such Bidder or its Associate.

### 3.9 Acknowledgement by Bidder

- i. It shall be deemed that by submitting the Proposal, the Bidder has:
  - a. made a complete and careful examination of the RFP;
  - b. received all relevant information requested from the Client;
  - c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
  - d. satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
  - e. acknowledged that it does not have a Conflict of Interest;
  - f. agreed to be bound by the undertaking provided by it under and in terms hereof, and
  - g. conducted its own investigations and analysis and checked the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtained independent advice from appropriate sources.



- ii. The Client shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client.

### 3.10 Clarification and amendment of RFP documents

**3.10.1** Bidders may seek clarification on this RFP document, within the period mentioned in this RFP document. Any request for clarification must be sent by standard electronic means (PDF and/or word file) to the Client's email address mentioned below: **Email: [ce.nfdb-dadf@gov.in/info.nfdb@nic.in](mailto:ce.nfdb-dadf@gov.in/info.nfdb@nic.in)**

**3.10.2** The Client will endeavor to respond to the queries prior to the Proposal Due Date. The Client will post the reply to all such queries on its official website, the website of Department of Fisheries, Ministry of Fisheries, Animal Husbandry and Dairying and on the CPPP.

**3.10.3** At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative/discretion or in response to a clarification requested by a prospective Bidder, modify/update the RFP documents by way of an amendment which will be issued before the cut-off date as mentioned in this RFP. Only the amendments/corrigenda posted on the Client's Official Website and the websites mentioned above shall be valid. In order to provide the Bidders a reasonable time for taking an amendment into account, the Client may at its discretion extend the Proposal Due Date.

**3.10.4** Date of online Pre-Bid Meeting which will be held only through virtual platform is given in the RFP. Bidders willing to attend the pre-bid should inform Client beforehand in writing through email. The maximum number of participants from a Bidder, who choose to attend the Pre-Bid Meeting, shall not be more than two per Bidder. The representatives willing to attend the Pre-Bid Meeting shall submit an authority letter duly signed by the authorized signatory of his/her organization by e-mail well in advance.

**3.10.5** During Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Client. The Client will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

### 3.11 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 National Fisheries Development Board, Hyderabad for the sum of Rs.50,000/- (Rupees Fifty thousand Only) shall be required to be submitted by each Bidder. The Bank Guarantee shall be in the format of Form 3D and it should be valid for a period of 90 days beyond the final tender validity period. The bank account details for online transfer of EMD are as detailed below:

Name of the Account holder: National Fisheries Development Board, Hyderabad

Name of the bank: State Bank of India

Current A/c. No. 62029582916

IFSC Code: SBIN0021220

- 3.11.1 The EMD in original shall be placed in an envelope and marked as —EMD— [name of assignment] and this envelope containing the EMD shall be delivered to National Fisheries Development Board at the correspondence address given in this RFP in physical form

before the due date. In case of online transfer of EMD, print out of the transaction details shall be submitted at National Fisheries Development Board, Hyderabad. In addition, a scanned copy (in pdf format) shall also be uploaded on e-procurement portal CPPP. Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.

- 3.11.2 Client will not be liable to pay any interest on EMD. EMD of all unsuccessful Bidders will be refunded within one month from the date of grant of the Work Order to the selected Bidder or within one month from the date of cancellation of the selection process in case the selection process is cancelled by Client. The EMD of successful bidder would be returned upon submission of Performance Bank Guarantee.
- 3.11.3 The EMD will be forfeited if a Bidder withdraws its bid during the period of bid validity and in case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP.
- 3.11.4 Client will be entitled to forfeit and appropriate the EMD under the following circumstances:
- (i) If Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of Work Order);
  - (ii) If any Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Client with the consent of the Bidder from time to time.
  - (iii) In case, the Selected Bidder fail to provide the Performance Bank Guarantee within the specified or extended time limit, or
  - (iv) If the Bidder commits any breach of terms of this RFP or is found to have made a false representation to Client.

### 3.12 Performance Bank Guarantee

3.12.1 Within 15 (fifteen) days of the receipt of notification of award from NFDB, the successful Bidder will be required to furnish a valid Performance Bank Guarantee (PBG) of **Rs.5 lakh** after acceptance but before signing of agreement in accordance with provision of the RFP and/or the Work Order. The PBG shall be furnished in the form specified in this RFP. The PBG shall be retained by the Client and should be valid for a period of 60 days beyond the completion period of the assignment by the Bidder and will be released 60 (sixty) days after the completion of the assignment. The Performance Guarantee shall be renewed as and when required and kept valid for the aforesaid period of 60 (sixty) days beyond the completion of all contractual obligations. The Performance Guarantee shall contain a claim period of three months from the last date of validity.

3.12.2 The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non- completion of the project. In case the selected Bidder fails to submit Performance Bank Guarantee within the time stipulated, NFDB at its discretion may cancel the order placed on the selected Bidder without giving any notice. NFDB shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or NFDB incurs any loss due to selected Bidder's negligence in carrying out the programme implementation as per the agreed terms & conditions Bid security (EMD) will be refunded to the successful Bidder on receipt of Performance Security.

### 3.13 Preparation of proposal

3.13.1 Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. The Client will evaluate only those proposals that are received in the specified forms and complete in all respects.

3.13.2 In preparing their Proposal, Bidders are expected to thoroughly examine the RFP Document.

3.13.3 The pre-qualification and technical proposal should be accompanied with the appropriate supporting documents as prescribed in this RFP.

3.13.4 The Bidders are required to submit scanned copy of details of the Insurance Broking Agency as is sought in this RFP, scanned copy of DD/PBG/ receipt of online payment for EMD, scanned copy of experience of the Insurance Broking Agency and all other documents as is sought in this RFP.

3.13.5 The Proposals must be digitally signed in each page by the Bidder or its Authorized Representative.

3.13.6 Bidders should note the Proposal Due Date, as specified in this RFP for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and the evaluation will be carried out only based on Documents received by/before the closing time of Proposal Due Date. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. The conditional bid will be summarily rejected without assigning any reasons thereof.

#### 3.14 Submission, receipt and opening of proposals

3.14.1 The Proposal shall be submitted through e-procurement portal CPPP. The procedure for filing of e-tender is provided on the portal. Files uploaded on the portal should have file name in accordance with the details prescribed in the portal or RFP.

3.14.2 The Authorized Representative of the Bidder should authenticate EMD Details, Prequalification, Technical proposal using digital signatures. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.

3.14.3 The Bidder shall submit his proposal in three parts containing details of EMD, PreQualification Proposal, Technical Proposal respectively on e- procurement portal.

3.14.4 No Proposal shall be accepted after the due date for submission of Proposals.

3.14.5 After the Proposal submission and until the grant of the Work Order, if any Bidder wishes to contact the Client on any matter related to its Proposal, it should do so in writing at the Proposal submission address. Any effort by the Bidder firm to influence the Client during the Proposal evaluation, Proposal comparison or grant of the Work Order decisions may result in rejection of the Bidder's Proposal.

3.14.6 After the deadline for submission of Proposals, for opening the bids, firstly the EMD cover would be opened and the Bidder who have submitted valid EMD would only be considered for further evaluation of Pre-qualification criteria. The technical Proposal of the Bidder who fulfilled the pre-qualification criteria will only be considered for further

evaluation. The date and time of opening of Technical bids will be informed to the qualified Bidders in advance through email.

### 3.15 Proposal Evaluation

3.15.1 A Bid Evaluation Committee will be constituted by NFDB to carry out the evaluation of the EMD, Prequalification and Technical Proposals. As a part of the evaluation, the EMD and Pre-qualification Proposal submitted shall be checked first to evaluate whether the Bidder meets the prescribed Minimum Qualification Criteria. Subsequently, the Technical Proposals submitted by pre-qualified Bidders, for Bidders who meet the Minimum Qualification Criteria (Shortlisted Bidders), shall be opened online for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

3.15.2 The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

#### EMD

- i. It is accompanied by the Earnest Money Deposit as specified in this RFP;

#### Pre-qualification

- ii. The Client will satisfy itself that the Bidders meets the minimum qualifications prescribed before evaluating technical Proposals.
- iii. It is received by the Proposed Due Date including any extension thereof in terms hereof;

#### Technical Proposal

- i. The Technical Proposal is received in the form specified in this RFP;
- ii. It does not contain any condition or qualification; and
- iii. It is not non-responsive.

3.15.3 The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below. As part of the evaluation, the Pre-qualification Proposals submitted should fulfil the Minimum Qualification Criteria. In case Bidder does not fulfil the Minimum Qualification Criteria, the Proposal of such Bidder will not be evaluated further.

#### 3.15.4 Pre-Qualification Criteria:

The pre-qualification criteria is shown in table below.

#### **Table -1: Pre-qualification criteria**

S.No.	Requirement	Document required
1	The Bidder should be a company registered under the Companies Act, 1956 or 2013.	Copy of incorporation certificate under the Companies Act, 1956 or 2013
2	The Bidder should be licensed by IRDAI for six consecutive years as on 30.09.2020. License validity should not have any gaps since inception of firm. License should have been obtained prior to 31.10.2014 and should be valid as on date of submission of response to this RFP.	Self certified License copies and upto date renewal
3	The Bidder must have a minimum annual turnover of Rs 10 Crore from insurance broking activities consecutively for 3 years for 2017-18, 2018-19 and 2019-20 as per Audited Balance Sheet.	Statutory Auditor's Certificate
4	The Bidder should have the paid-up capital of minimum Rs. 2.50 crore as on 31.3.2020	Statutory Auditor's Certificate
5.	The total premium booked by the Bidder in the last financial year 2019-20 should be atleast Rs.100 crore	Statutory Auditor's Certificate
5	The Bidder should have been appointed by at least 2 Central/ State Government/ State or Central Government Undertaking	Self-certified Work Order and completion certificate. In case of work in progress, status of work done till date.
6	Bidder should not be Debarred by Centre/State/UT Government and their Agencies, or by a Public Sector Undertakings or by a Statutory Body or by an order of a judicial/regulatory authority	A self-certified letter that the Bidder (or any of its successors) is not in the active debarment list of Centre/State/UT Government or their agencies including Public Sector Undertakings and Statutory Bodies. Further, the Bidder has to give a self- certified letter that the Bidder (or any of its successors) is not debarred by an order of a judicial/regulatory authority  <b>(Form -3B)</b>

### 3.15.5 Technical Evaluation of Proposals:

3.15.6 The Bid Evaluation Committee constituted by NFDB will carry out the evaluation of Proposals/Bids based on the following evaluation criteria and marks system. Bidders who submit valid EMD and fulfil the pre-qualifications criteria only would be considered as qualified for Technical evaluation. The date and time of opening of Technical bids will be informed to the qualified Bidders in advance through email. Each evaluated Proposal will be given a technical score as detailed in the Table 2 below:

**Table - 2: Technical Proposal evaluation criteria and marks**

S.No.	Particulars	Points	Total	Supporting document
1	Number of years since composite license given by IRDAI as on 31.3.2020		10	Self-certified license copies and upto date renewal
	6 to 8 years	4		
	Above 8 upto 10 years	6		
	Above 10 upto 12 years	8		
	Above 12 years	10		
2	Paid up capital (Rs. In crore) as on 31.3.2020		10	Statutory Auditor's certificate
	Between Rs.2.50 crore to Rs.5.00 crore	4		
	Above Rs.5.00 crore to Rs.7.50 crore	6		
	Above Rs.7.50 crore to Rs.10 crore	8		
	Above Rs.10 crore	10		
3.	Annual Turnover (Rs.in crore) as on 31.3.2020		20	Statutory Auditor's certificate
	Between 10 crore to 25 crore	5		
	Above 25 crore to 50 crore	10		
	Above 50 crore to 100 crore	15		
	Above Rs.100 crore	20		
4.	Number of employees in the office as on 31.3.2020		20	Self declaration
	10 to 25	4		
	25 to 50	8		
	51 to 100	12		
	101 to 150	16		
	Above 150	20		
5.	Overall premium placed (Rs. In crore) during 2019-20		10	Statutory Auditor's Certificate
	Rs.100 crore to Rs.250 crore	2		
	Above 250 crore to 500 crore	5		
	Above 500 crore to 1000 crore	8		
	Above Rs.1000 crore	10		
6.	Number of Central/ State Government/ /Central or state Government Undertakings for which the Bidder have been appointed as a Broking agency		15	Self-certified Work Order and completion certificate. In case of work in progress, status of work done till date.
	2 Central/State Govt/ Central or Govt Undertakings	4		
	3 to 5 Central/State Govt/ Central or Govt Undertakings	8		
	6 to 10 Central/State Govt/ Central or Govt Undertakings	12		
	Above 10 Central/State Govt/ Central or Govt Undertakings	15		
7.	Whether Penalty levied by IRDAI in preceding 3 Financial /years as on 31.03.2020		15	Self declaration
	No penalty	15		

	Each Penalty Minus 3 marks maximum 15 marks to be deductible.			
	<b>TOTAL</b>		<b>100</b>	

3.15.7 The Bidder who scores highest marks in the technical evaluation would be adjudicated as the successful Bidder to engage as insurance broking agency for implementation of pilot scheme on Aquaculture Crop Insurance. In case of tie, the firm which placed highest over premium would be adjudicated as successful Bidder. In case of further tie, the firm with highest paid up capital would be adjudicated as successful Bidder. In case of further tie, the firm serving more number of Central/State Govt./State of Central Govt. undertakings as broking agency would be adjudicated as successful Bidder. In case of further tie, the firm which is possessing composite license for more number of years would be adjudicated as successful Bidder. In case of further tie, the Client shall identify the selected Bidder by draw of lots, which shall be conducted with prior notice, in the presence of tied Bidders, who may choose to attend.

**3.16 Right to reject any or all Proposals:**

i. Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.



ii. Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:

- a) at any time, a misrepresentation is made or discovered, or
- b) the Bidder does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.

iii. Such misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Proposals have been opened and the highest- ranking Bidder gets disqualified/rejected, then the Client reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

### **3.17 Terms & Conditions**

#### **a) Notification of Award**

(i) Prior to the expiration of the bid validity period, NFDB will notify the successful Bidder in writing or by email, that its Proposal has been accepted. In case, due to some unforeseeable circumstances, the tendering process is not completed within the bid validity period, NFDB may extend the validity period of the bid for such period with the consent of the Bidder.

(ii) The notification of award will constitute the formation of the contract. Upon the successful Bidder's furnishing of Performance Bank Guarantee, NFDB will notify each unsuccessful Bidder and return their EMD.

#### **b) 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, clarifications of the Bidder and other clauses as necessary.

#### **c) Failure to Agree with the Terms and Conditions of the RFP**

Failure of the successful Bidder to agree with the proposed Contract Terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NFDB may award the contract to the next best value Bidder or call for new Proposals from the interested Bidders. In such a case, NFDB shall invoke the Performance Bank Guarantee of the most responsive Bidder.

#### **d) Force Majeure**

1. Definition of Force Majeure: -In this Clause "Event of Force Majeure" means an event beyond the control of NFDB and the Selected Bidder (i.e. Insurance Broking Agency), 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 Broking Agency) or threats of terrorism.
- v. Any epidemic (including COVID-19 or plague) within India, any lockdown orders or orders restricting the movement of persons/goods/vehicles issued by central/state Government under the Epidemic Diseases Act, 1897 and/or the Disaster Management Act, 2005.

## **2. Consequences of Force Majeure Event**

- i. Neither NFDB nor the Selected Bidder (i.e. Insurance Broking Agency), shall be considered in breach of the Contract to the extent that performance of their respective 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 (Insurance Broking Agency) 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,
  - iv. If and to the extent that the Selected Bidder 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.
- e) The Contract Period shall be extended by a period of time equal to the period of interruption caused by an Event of Force Majeure.

### **f) Litigation**

Any dispute arising out of this RFP or the contract signed by the NFDB with the successful Bidder or any other Bidder participating in this procurement process shall be subject to the jurisdiction of the High Court of Telangana, Hyderabad.

### **g) Fraud and Corrupt Practices**

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. For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. "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.
- ii. "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.
- iii. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by NFDB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or

(ii) having a Conflict of Interest; and iv. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2. 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.

3. 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.

### **3.18 Confidentiality of data**

During the course of discharge of its duties of Aquaculture Crop Insurance, the Insurance Broking Agency and its employees assigned for the project will have access to sensitive personal information of the beneficiaries, including their name, date of birth, Aadhaar number, mobile number, bank account number, etc. unauthorized disclosure and misuse of which may cause irreparable damage to the life and property of the beneficiaries. The Selected Bidder (i.e. Insurance Broking Agency) shall be required to sensitize the employees about the need of maintaining absolute data secrecy and take every possible step to ensure that the beneficiary data including demographic details, either in paper form or in digitized form, are not misused, not published online, not put in public domain and not transmitted in such digital form which can be intercepted or searched through internet search engines. In other words, the Selected Bidder (i.e. Insurance Broking Agency) shall be wholly and irrevocably responsible for maintaining absolute data secrecy in accordance with provisions of the Aadhaar Act, 2016 and the Information Technology Act, 2000 and any violation shall be dealt with strictly as per law.

3.19 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Bidder in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Bidder; and/or
- (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

3.20 **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.

**3.21 Termination of Contract/Work order:** Client i.e. NFDB, Hyderabad shall have the right to terminate the Contract/Work order of the Insurance Broking Agency (i.e. Selected Bidder) at any time during the tenure of the work, if the performance of the Insurance Broking Agency 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 Broking Agency a notice of minimum of 15 (Fifteen) days, to allow the Insurance Broking Agency to clarify its position of unsatisfactory performance observed by NFDB. If the clarification provided by the Insurance Broking Agency is not up to the satisfaction of the NFDB, the contract of the Insurance Broking Agency will be terminated. If the Contract/Work order is terminated due to the fault of the Insurance Broking Agency or in case of termination of the assignment by the Insurance Broking Agency for reasons not attributable to NFDB, the Client i.e. NFDB will forfeit the performance security of the Insurance Broking Agency.

### Section 3: Pre-Qualification and Technical Proposal Standard Forms

- Form 3A: Pre –Qualification Proposal Submission Form
- Form 3B: Self-certification of not being debarred
- Form 3C: Format for Authorization of Representative
- Form 3D: Format of Bank Guarantee for Earnest Money Deposit
- Form 3E: Technical Proposal Submission

**\*Please attach a clear scan copy of all the documents**

## Section -3

### Pre-Qualification and Technical Proposal Submission Forms

#### Form 3A: Pre-Qualification Proposal Submission Form

[Location, Date]

**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](mailto:ce.nfdb-dadf@gov.in)/[info.nfdb@nic.in](mailto:info.nfdb@nic.in)**

**Sub- Request for Proposal (RFP) dated .....for Insurance Broking Agency to work as intermediary for implementation of Pilot scheme on Aquaculture Crop Insurance at no cost to NFDB**

Dear Sir/ Madam,

With reference to your RFP document ..... [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as Insurance Broking Agency for providing services in implementation of Pilot scheme on Aquaculture Crop Insurance. The Proposal is unconditional and unqualified. We are submitting our Proposal as .....[name of the Bidder]. We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Insurance Broking Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Insurance Broking Agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by Client or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
  - a. We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
  - b. We do not have any conflict of interest in accordance with the terms of the RFP;

- c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any Government, Central or State; and
  - d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Insurance Broking Agency by incurring any liability to the Bidders.
  8. We declare that we are not associated or affiliated to any other Bidder applying for Selection as the Insurance Broking Agency.
  9. We certify that we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the Central Government or its agencies, any State/Union Territory Government or its agencies, a statutory body or any public sector undertaking or an order of a judicial/regulatory authority, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
  11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
  12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Insurance Broking Agency or in connection with the selection process itself in respect of the above- mentioned assignment.
  13. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the contract/work order is not awarded to us or our proposal is not opened or rejected.
  14. We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
  15. The Pre-Qualification and Technical Proposal with all documents as required are being submitted in a separate cover. This Pre-Qualification Proposal read with the Technical Proposal shall constitute the application which shall be binding on us.
  16. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

**Signature**

**Name and title of Authorized signatory/Authorized Representative**

**(Name of Firm/company/institution) Address: Telephone: Fax:**

(Name and seal of the Bidder/ Authorized Representative)

**Form 3B: Self-certification of Minimum Eligibility and of not being Debarred (blacklisted)**

[Location, Date]

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

Sir/Madam,

Here give a certificate that the Bidder is a registered firm/company/institution\* and is not being currently debarred (blacklisted)\*\* by any Central/State/Public Sector undertaking in India/statutory body/an order of a judicial/regulatory authority.

If at any time it is found that the Bidder did not have the capabilities as enumerated above, NFDB may put the Bidder in negative list without prejudice to any other civil/criminal action under the law and forfeiture of the earnest money deposit and in due course the performance guarantee in lieu of penalty.

**Signature and name of Authorized Signatory with Stamp/Seal**

**\*Kindly provide supporting documents of being registered firm/incorporation certificate**

**\*\*Kindly provide details if the firm/company/institution has been debarred (blacklisted) in the past with the relevant supporting documents.**

**Form 3C: Format for Power of Attorney for Authorized Representative**

**Specific Power of Attorney**

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](mailto:ce.nfdb-dadf@gov.in)/[info.nfdb@nic.in](mailto:info.nfdb@nic.in)

Sir/Madam,

We, **<ABC>**, a company incorporated under the <Mention Act> and having its registered office at, <address> (" Firm") ("institution") do hereby appoint, nominate and constitute **<name of representative>**, as our attorney to do any / all of the following things:

1. To sign, execute forms, undertakings, affidavits, declarations, applications, documents, papers and other related documents <> in connection with submission of Request for Proposal (RFP) titled "**<RFP title>**", dated <RFP publish date>,
2. To represent the company/firm/institution in all respects in connection with the above matter.
3. To do all/any other incidental things for carrying out the action required under point Number 1& 2 above.

We hereby agree to ratify the lawful actions in relation to the aforesaid RFP, which our attorney shall do, perform on our behalf.

This Specific Power of Attorney has been issued under the authority of <> on this day at <place>.

For **<ABC>**

**I accept**

**< name & signature of representative>**

<Name>,  
<Designation>

Witness:

Name:

Address:

[Form 3D: Format of Bank Guarantee for Earnest Money Deposit](#)

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](mailto:ce.nfdb-dadf@gov.in/info.nfdb@nic.in)

Whereas M/s<<Name of Bidder>>,a company incorporated under the Indian companies Act, its registered office at /("firm")/("institution") ((hereinafter called 'the Bidder') has submitted its Proposal dated.....for.....(hereinafter called" the Bid") to National Fisheries Development Board, Hyderabad



KNOW ALL MEN by these presents that WE <<Name of Bank>> of -----  
-----having our registered office at------(here in after called "the Bank") are bound unto the **National Fisheries Development Board, Hyderabad** (hereinafter called "the Client") in the sum of Rs. XXX/- (Rupees XXX only) for which payment well and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this\_day of (year).

**THE CONDITIONS of this obligation are:**

If the Bidder, having been notified of the acceptance of its Proposal by the Client during the period of Proposal

- Withdraws his participation from the Proposal during the period of validity of Proposal document;
- Fails to extend the validity if required and as requested or
- Fails to produce Performance Bank Guarantee in case of award of tender within 15 days of award of LOI or awarding contract whichever is earlier

We undertake to pay to the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of one or any or a combination of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to the period of bid validity and its validity should be extensible to 45 days beyond the bid validity date. Any demand in respect thereof should reach the Bank not later than the above date.

-----

**(Authorized Signatory of the Bank)**

Form 3E: Technical Proposal Submission Form

[Location, Date]

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](mailto:ce.nfdb-dadf@gov.in/info.nfdb@nic.in)

Sub- Request for Proposal ..... (dated) for engaging Insurance Broking Agency to work as intermediary for Implementation of Pilot scheme on Aquaculture Crop Insurance at no cost to NFDB.

Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Bidder].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP. We understand you/Client are not bound to accept any Proposal you receive. Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of Insurance Broking Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Insurance Broking Agency for the aforesaid assignment.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
  - a. We have examined and have no reservations to the RFP, including any Addendum issued at any stage by the Authority;
  - b. We do not have any conflict of interest in accordance with the terms of the RFP;
  - c. We have not directly or indirectly or through an agent/representative engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
  - d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Insurance Broking Agency, without incurring any liability to the Bidders.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the assignment or which relates to a grave offence that outrages the moral sense of the community.

9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been blacklisted by the Central Government or its agencies, any State/Union Territory Government or its agencies, or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Insurance Broking Agency or in connection with the selection process itself in respect of the above- mentioned assignment.
12. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the assignment is not awarded to us or our proposal is not opened or rejected.
13. This Technical Proposal shall be binding on us.
14. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm/company/institution: Address:

Telephone:Fax:

(Name and seal of the Bidder/Member in Charge)

#### **Annexure A: 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 Broking Agency] a [type of firm/company/institution], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the "Insurance Broking Agency") 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 Broking Agency, 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 Broking Agency having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

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 Broking Agency 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 Broking Agency. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Insurance Broking Agency 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 Broking Agency nor shall the 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 Broking Agency 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 the Bank.

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 Broking Agency and notwithstanding any security or other guarantee that the Client may have in relation to the Insurance Broking Agency'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 Broking Agency/the Bank or any absorption, merger or amalgamation of the Insurance Broking Agency/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 Broking Agency] 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]

[Official Address] Designation [With Bank Stamp]  
Attorney as per Power of Attorney no.      Dated  
Strike out, whichever is not applicable.

The date will be fixed as indicated in the Work Order.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the "Bank Guarantee". The bank guarantee shall be issued by a scheduled commercial bank located in India.