



राष्ट्रीय मात्स्यिकी विकास बोर्ड
NATIONAL FISHERIES DEVELOPMENT BOARD

File No. NFDB/Division I/Fishing Vessel Insurance/2020-21

REQUEST FOR PROPOSAL

for

INSURANCE PREMIUM SUBVENTION FOR FISHING VESSELS – PMMSY

(Marine Hull & Machinery Insurance for Fishing Vessels)

DUE DATE & TIME: 25th April, 2022 (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.

TABLE OF CONTENTS

Page No.	Contents
2	Table of Contents
3 - 4	Background
5	Introduction
6 - 7	Disclaimer
8	Section 1: Letter of invitation
9	Section 2: Scheme of RFP
10 – 13	Section 3: Scope of RFP
14	Section 4: Instructions to Bidders
15 - 20	Section 5: General Terms & Conditions
21 – 22	Annexure – 1 (Technical Bid information and Checklist)
23	Annexure – 2 (Price Bid ~ Financial Bid)
24 – 25	Annexure – 3 (Scope of Work for Intermediary)
26	Annexure – 4 (Application Form)

BACKGROUND

The Fisheries sector in India has demonstrated immense progress over the last decade, sustaining an average growth rate of 10.87% from 2014-15 to 2018-19. Further, fish production in India has registered an all-time high of 141.64 lakh metric tons during 2019-20.

Marine capture fisheries play a vital role in India's economy, providing employment and income to nearly 4.0 million people in the country. The marine fisheries resources are spread along the country's vast coastline of 8118 KM and 2.02 million km² of Exclusive Economic Zone (EEZ) and 0.53 million km² shelf area. Further the marine fisheries wealth is estimated at an annual harvestable potential of 5.31 million metric tons.

The marine fisheries sector is highly diverse and dominated by socio-economically backward artisanal and small-scale fishers whose lives are closely intertwined with the oceans and seas. However, During, 2019, the contribution towards total landings by the mechanized sector was 83%, by motorized sector was 16% and by non-mechanized sector is only 1% (CMFRI, 2019).

Although there exists a huge dependency of the coastal population in the marine fishing and related livelihood opportunities, fishing in the seas it is considered to be the second most dangerous occupation on the world after mining. Fishing as an occupation is vulnerable to the natural calamities and the income generation is highly subjected to the seasons as well as the climatic conditions. It is therefore the safety and security of the fishermen become one of the core priorities in fisheries governance all over the world.

To unlock the full potential of blue economy, the Government in May 2020, under the "Aatmanirbhar Bharat Package", has launched a flagship scheme i.e., Pradhan Mantri Matsya Sampada Yojana (PMMSY). This was one of the significant steps taken towards revolutionizing the Indian Fisheries Sector to address critical gaps across the value chain, right from fish production and quality control to post-harvest infrastructure, traceability, market linkages, and fishermen welfare.

PMMSY has been approved at a total estimated investment of Rs. 20050 crores comprising of Central share of Rs. 9407 crore, State share of Rs. 4880 crore and Beneficiaries' contribution of Rs. 5763 crores. Insurance to fishers and Insurance premium subvention for fishing vessels are the activities envisaged under the PMMSY.

The Department of Fisheries (DoF) /National Fisheries Development Board (NFDB) invites Proposals for engagement of Insurance Broking/consulting Firms for “Insurance Premium Subvention for Fishing Vessel”.

Objectives:

In alignment with the larger mandate of PMMSY, the primary objectives of insurance premium subvention for fishing vessels are to:

- a) Protect from financial and livelihood security on occurrence of foreseen and unforeseen event/s.
- b) Comply with fishing law, rules and regulations.
- c) Guard against any third-party liability.

Funding Pattern:

The activities relating to Insurance Premium Subvention for Fishing Vessels is the part of the Central Sponsor Scheme (CSS) component of PMMSY under which the governmental subvention up to 40% of the annual premium amount for General category and 60% for SC/ST/Women and rest of the premium will be borne by the beneficiary.

Further the Insurance premium subvention amount in turn will be shared between center and states as per the funding pattern of PMMSY Scheme as below.

- a) North Eastern & Himalayan States: 90% Central share and 10% State share.
- b) Other States: 60% Central share and 40% State share.
- c) Union Territories (with legislature and without legislature): 100% Central share.

-oOo-

INTRODUCTION

Proposals are invited by the National Fisheries Development Board (NFDB), for Marine Hull & Machinery Insurance i.e., Insurance for Fishing Vessels of Various Types under PMMSY, **from IRDAI licensed composite insurance brokers** in order to be shortlisted for servicing the captioned Marine Hull & Machinery Insurance for Fishing Vessels.

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

Interested bidders/ participants are requested to refer to this RFP available on the NFDB website www.nfdb.gov.in or website of Department of Fisheries, Government of India www.dof.gov.in as well as Central Public Procurement Portal www.eprocure.gov.in

The important dates are follows: -

Date of issue of RFP	25.03.2022
Last date for receiving queries/requests for clarification by mail	15.04.2022 @ 05:30 PM
Pre-Bid meeting	19.04.2022 @ 11:00 AM
NFDB's response to queries/requests for clarification	20.04.2022
Last Date for Submission of Bids	25.04.2022 @ 02:00 PM
Opening of Technical Bids	25.04.2022

Interested bidders/ participant/s i.e., insurance broker/s shall submit their proposal in Two Parts containing details Technical Bid and Financial Bid in CPP Portal. No proposal shall be accepted in any other form and shall be summarily rejected. No bidder/ participant shall submit more than one application. The time and date of opening of Financial Bids will be intimated to the Technically qualified bidders in advance.

DISCLAIMER

A. This Request for Proposal (hereinafter referred to as “RFP”) is not an offer by NFDB. 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/ shortlisted parties. This document should be read in its entirety.

B. NFDB will not have any liability to any prospective Insurance Intermediary, 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.

C. 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/ Participant, as the case may be, for implementation of insurance premium subvention under PMMSY 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.

D. 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.

E. 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.

F. 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.

G. 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).

-o0o-

SECTION 1. LETTER OF INVITATION

Insurance Premium Subvention for Fishing Vessels 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 & social security of the fishers and fishermen, PMMSY made provision for Insurance to Fishing Vessels under beneficiary-oriented subcomponents and activities under centrally sponsored components of PMMSY.

(SL. No. 14.1 of Appendix – I.

http://dof.gov.in/sites/default/files/2020-07/Book_PMMSY_Framework_0.pdf).

Accordingly, DoF, through NFDB and Participating States would implement the Insurance Premium Subvention for fishing vessels as per the funding pattern envisaged.

Hence, the NFDB invites responses/ Bids/ Proposals to this RFP from IRDAI Licensed Composite Insurance Broking Companies (“Bidders”) for servicing as well as for implementation of PMMSY Fishing Vessel Insurance as per the Scheme & Scope of Work described in Sections – 2 & 3 of this RFP.

A. Any contract that may result from this shortlisting process will be issued initially for a period of up to 2 (two) years which may be extended for further period (not later than PMMSY period) on mutually agreed terms and conditions amongst NFDB, Insurance Company and the Insurance Intermediary.

B. This detailed RFP document is available on

- i. NFDB website <http://www.nfdb.gov.in>
- ii. The Department of Fisheries, Government of India website <http://www.dof.gov.in>
- iii. Central Public procurement Portal (CPPP) <http://www.eprocure.gov.in>

C. Interested bidders may download the RFP from the above websites and submit their Bids in CPP Portal

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

SECTION 2: SCHEME OF RFP

SCHEME	RFP for Implementation of Insurance Premium Subvention for Fishing Vessels under PMMSY
Objective	Shortlisting of Composite Insurance Broking Firm after evaluation of proposals received, thereby selection of IRDAI Registered Insurance Company.
Type of Bids/ Proposals to be submitted	Technical Bid and Financial Bid

Section 3: Scope of RFP

a. NFDB is issuing this RFP (which shall include all attachments and annexures hereto as well as all amendments, addendums, modifications, corrigendum and alteration hereto) to shortlist IRDAI Licensed Composite Insurance Broking Company, here in after referred to as “Intermediary” for providing Pre-Placement, Placement and Post-Placement services as well as to finalize utmost competitive Rate/ Premium, Coverage through IRDAI Registered Insurance Company for the proposed INSURANCE PRMEIUM SUBVENTION FOR FISHING VESSELS under PMMSY.

b. The Insurance Company will be responsible for providing Marine Hull All Risk/s Insurance, as per Section – 3 of this RFP, to the vessels proposed under PMMSY Fishing Vessel Insurance Scheme at agreed rate/ tariff as per MoU/ SLA.

c. The duties of the insurance company, procedure of insurance premium receipting, premium accounting, issuance of policies, role of NFDB, role of Participating States, role of intermediary, process flows for under writing, claims and grievance shall be finalized with the successful insurance intermediary as well as the insurance company.

d. The insurance intermediary is responsible for Pre & Post placement services including IT services to facilitate seamless payment of premium and policy generation. Grievance handling, evaluation of policy terms and conditions in concurrence with the coverage and rate finalized as per RFP. Claims management including intimation, collection and submission of claim documents to insurance companies as well as follow-up for outstanding claims. Any other services as agreed and finalized in MoU/ SLA.

e. **Details of the Proposal:**

S. No	Type of Vessel	Maximum Sum Insured up to which Premium Subvention is capped	Tentative No of Proposed Vessels
1	Deep Sea Fishing Vessel	Rs. 120.00 Lakhs	110
2	Motorized Mechanical	Rs. 65.00 Lakhs	73,968
3	Motorized Non-Mechanical Boats with In Board Motors (IBMs)	Rs. 15.00 Lakhs	24,555
4	Motorized Non-Mechanical Boats with Out Board Motors (OBMs)	Rs. 5.00 Lakhs	1,39,144
5	Non-motorized (Traditional/ Country Craft such as Catamarans etc.,)	Rs. 3.00 Lakhs	78,523
Total			3,16,300

- i. **Proposed type of Vessels:** Deep Sea Fishing Vessel, Motorized Mechanical Fishing Vessel, Motorized Non-Mechanical Fishing Vessel, Non-Motorized/ Traditional Fishing Vessels.

- ii. If participating State/ UT have any other categories of vessel/s, either directly linked with fishing/ fishing allied activities, beyond the 5 categories specified herein this RFP, such type of vessels shall be fit into any one of the specified categories for the purpose of claiming the insurance premium subvention.

Maximum Sum Insured is inclusive of Hull, Machinery & Accessories incl. fishing net/s.

Please note that Maximum Sum Insured for Premium Subvention and Policy Sum Insured are different. Policy Sum Insured shall be as proposed by the insured.

Explanation:

For instance, Proposed Sum Insured by the beneficiary for Deep Sea Vessel: Rs. 1.5 Crores

Premium Rate agreed by the insurance company for the type of vessel: 1% + GST + SD.

Premium Chargeable: Rs. 1,50,000/- + Rs. 27,000/- GST + Rs.1500 (Stamp Duty) = Rs.1,78,500/-.

Sum Insured at which Premium Subvention is capped for Deep Sea Vessel: Rs. 1.20 Crore

Hence, Premium Subvention shall be 40% of Rs. 1,44,216/- (Rs.1,20,000/- + GST + Stamp Duty of Rs.1000/-) which amounts to Rs. 57,686/- but not 40% of Rs. 1,78,500/- which otherwise amounts to Rs. 71,400/-

- f. **Coverage Proposed:** All Risk (Hull, Machinery & Accessories; 4/4ths Collision Liability, Total Loss, Partial Loss) with Add-On covers of SRCC, Cost of Bunkers and Spares. All AoG Perils (Including but not limited to STFI, Cyclone, Tsunami e.t.c.,).
- g. **Estimated Contract Value (ECV):** Rs. 50 Crores (Approx.)
- h. **Bid Security (Earnest Money Deposit - EMD):** The bidders should furnish bid security along with their bids. Amount of bid security is 2% of the Estimated Contract Value (ECV). The bid security will be accepted in the form of Account Payee Demand Draft or Bank Guarantee from any of the Financial Banks or online payment, if available. The bid security should remain valid for a period of forty-five days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. If bids are withdrawn or modified during the period of validity, or if the bidder fails to sign, the contract after the contract is awarded, they will be **BLACKLISTED** for the period of 3 years from being eligible to submit bids with NFDB.
- i. **Return of EMD:** EMD furnished by all unsuccessful bidders will be returned through an e-payment system or otherwise, without interest, at the earliest, after the expiry of the final tender validity period but not later than 30 (thirty) days after conclusion of the contract. EMD of the successful bidder will be returned after receipt of performance security.

- j. **Eligibility:** Subvention of insurance premium for Fishing Vessels is applicable for all fishing vessels which are registered and licensed under State/ UT Marine Fishing Regulation Act/ M. S. Act.
- k. **Identification of Vessel/ Beneficiary:** Every vessel that is proposed for insurance
 - i. Shall be registered, under State MFRA (State/ UT Marine Fishing Regulation Act)/ M. S. Act. (or)
 - ii. Shall have valid Fishing License (or)
 - iii. As per applicable Center/ State Legislation as amended from time to time.
- l. **Employment & Trading Warranties:**
 - a. Fishing Vessels and Trawlers not to go beyond Exclusive Economic Zones (or) Beyond 300 nautical miles into the sea from the shore of the East and West Coasts of India, whichever is farther.
 - b. Fishing Vessels and Trawlers not to go beyond Exclusive Economic Zones (or) Beyond 300 nautical miles into the sea from the shore of the Coasts of Lakshadweep Islands, whichever is farther.
 - c. Fishing Vessels and Trawlers not to go beyond Exclusive Economic Zones (or) Beyond 300 nautical miles into the sea from the shore of the Coasts of Andaman & Nicobar Islands, whichever is farther.
 - d. All voyages between ports/places named in (a), (b) and (c) above shall covered without any additional premium subject to warranty that no fishing is done during the course of such Voyages.
- m. **Other Standard Trading & Compulsory Warranties:** As applicable to Fishing Vessels
- n. **Monsoon lay-up warranty:** Applicable
- o. **Premium Installment Clause:** Applicable; to accommodate the payment/s from beneficiary, participating State and Centre.
- p. **Body Built:** Including but not limited to, Wood, Fiberglass, Fiberglass Reinforced Plastic (FRP), Iron, Steel, Aluminum Alloys, Plastic etc.,
- q. **Change in Sum Insured:** Not Allowed during the policy period
 - i. Decrease in Sum Insured during the policy period is not allowed
 - ii. Premium subvention is applicable for increase in Sum Insured during the policy period for the purpose of Hypothecation/ Financing/ Restructuring of Finance or Loan
- r. **Deductibles:** as per clause 12 & 13 of the IFVC clause Dt. 20.07.87
- s. **Minimum Premium per Vessel:** Not Applicable. Not applicable for Vallams or Catamarans
- t. **Short Period Cover:** Applicable on prorata basis.
- u. **Cancellation and Returns:** Not allowed unless due to Duplicate Insurance, Underwriting or Data Entry errors.

- v. **Personal Accident Cover:** Not Applicable
- w. **Stamp Duty & GST:** As Applicable
- x. **Proposal Form:** Duly filled proposal form with the list of required documents Shall be submitted by the beneficiary at the nearest Micro/ Branch/ Divisional/ Large Corporate Office of Insurance Company or in online portal facilitated and maintained by the intermediary.
- y. **Period of Insurance:** 1 year as proposed in the individual proposal form
- z. **Validity & Applicability of Premium Rate/ Tariff quoted:** Two Years from the Date of MoU/ SLA.
- aa. **Claim Assessment and Investigation:**

Insurance Intermediary shall draw a panel of approved surveyors and investigators acceptable to NFDB in consultation with Insurance company. They are to be utilized in case of all Losses/Damages, Reported, against which claims would be lodged.
- bb. All other Terms, Conditions, Warranties, Exclusions and Limitations are as per Standard Marine H&M Policy that is applicable to the type of Fishing Vessel proposed/ insured.

-o0o-

SECTION – 4: Instructions to the Bidders

A. Time Line:

Date of issue of RFP	25.03.2022
Last date for receiving queries/requests for clarification by mail	15.04.2022 @ 05:30 PM
Pre-Bid meeting	19.04.2022 @ 11:00 AM
NFDB's response to queries/requests for clarification	20.04.2022
Last Date for Submission of Bids	25.04.2022 @ 02:00 PM
Opening of Technical Bids	25.04.2022

B. Eligibility Criteria for Insurance Companies (Technical Bid of Insurance company should also be submitted by intermediary along with their Technical Bid):

- i. Should have valid registration with IRDAI as a General Insurance Company.
- ii. Should have registered Micro/ Branch/ Divisional/ Operating Offices in all the Maritime States/ UTs.
- iii. Should not have been blacklisted by any Central/ State Government Authorities/ Department/ PSU/ Organization of National Importance

C. Eligibility Criteria for Insurance Brokers:

- a) Should have valid license issued by IRDAI to act as Composite Insurance Broker.
 - b) Should have an experience of 10 years.
 - c) Should be servicing, at present, at least one Central Government Department/ PSU etc.
 - d) Should not have been blacklisted by any Central/ State Government/ Govt. Authorities/ Department/ PSU/ Organization of National Importance
- D.** The intermediary and the insurance company should satisfy all eligibility criteria on or before the date of publishing of this RFP
- E.** In case of a tie, intermediary who had underwritten highest amount of Marine Hull Premium (Excluding Energy) in the FY 20-21 shall be given preference.
- F.** In general insurance intermediary with experience in servicing Marine Hull Premium is/ are desirable.
- G.** **The Shortlisted Intermediary shall not demand, from NFDB, any service charge/ contingent expenses/ such other expenses/ Fees whatsoever towards servicing the Proposed Insurance Premium Subvention for Fishing Vessels under PMMSY.**
- H.** **The Insurance Company shall pay, without any limitation, the remuneration of Insurance Intermediary as per IRDAI (Payment of Commission or Remuneration or Reward to Insurance Intermediaries) Regulations 2016 as amended from time to time.**
- I. Prebid Meeting:**

The Pre-bid meeting will be held on 19th April 2022, at 11.00 AM through virtual mode. The bidders may send their queries, if any, on the RFP document published, on or before 15th April 2022, at 05.30 PM to NFDB through e-mail to: info.nfdb@nic.in

The queries will be responded through email by NFDB post Prebid Meeting.

SECTION – 5: GENERAL TERMS & CONDITIONS

I. Amendments to the RFP

- a) 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.
- b) All Bidders and Proposers (Intermediaries) 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.

II. 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.

III. Submission of the Bid/ Proposal:

Bidders /proposers are informed that the selection of the insurance broker thereby the insurance company shall be based on an evaluation process specified in this RFP. 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/ proposers 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.

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

Bidders/ Proposers shall bear all costs associated with the preparation and submission of their Bids/ 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 Bid/ Proposal. The client is not bound to accept any Bid/ 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/ Proposers.

Bid Security vis-à-vis Earnest Money Deposit is not required for Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization. All bidders must submit the EMD as per the Rule 170 of GFR, 2017 of DoE, MoF.

All the papers regarding the Technical & Financial 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.

Offers furnished by the intermediary against this RFP should invariably be from IRDAI registered insurance company/ companies only. Direct offers received from the brokers will be rejected summarily.

IV. Bid Evaluation process:

a) 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 are technically qualified shall be considered for evaluation of Financial Bid.
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.

b) 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 Price/ Financial Bid should be appropriately filled. Price/ Financial 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 Rate (%) quoted against Premium Rate (as a % of S.I) in Annexure – II Price Bid shall only be considered.
4. In the event of bidders being “tied”, 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 (OR) as decided by the Tender Evaluation Committee.
5. Intermediary there by the insurance company shall be shortlisted upon evaluation of Proposals by the Proposal Evaluation Committee.
6. Policy Circular No. 1(2)(1)/2016-MA Dt. 10/03/2016 of GoI, MoMSME, O/o The Development Commissioner (MSME) is applicable in conjunction with Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012.

V. 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.

VI. Signing of Contract

Once successful Bidder/ Proposer is shortlisted, NFDB will enter into an SLA/ MoU with the successful Bidder/ Proposer incorporating necessary details of scope of work, deliverables, timeline, clarifications, resource deployment, Insurance premium payable and other clauses as necessary.

VII. Indemnity

The Selected Bidder/ Proposer 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:

- a) NFDB’s authorized / bonafide use of the Deliverables and /or the Services provided by selected Bidder/ Proposer under this RFP; and/or any act of commission or omission, fraud, negligence, breach on the part the selected Bidder/ Proposer 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
- b) Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected Bidder/ Proposer to its employees, its agents, contractors and sub- contractors
- c) 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 Bidder/ Proposer under this RFP/subsequent agreement and/or
- d) breach of confidentiality obligations of the selected Bidder/ Proposer contained in this RFP and/or
- e) The acts, errors, representations, misrepresentations, willful misconduct or Negligence or gross misconduct attributable to the selected Bidder/ Proposer or its employees or sub- contractors under this RFP/subsequent agreement.
- f) Loss of data due to selected Bidder/ Proposer provided facility
- g) Any deficiency in the services of selected Bidder.
- h) Any transaction contemplated under this RFP/subsequent agreement.
- i) The provisions of this Clause shall survive the termination of RFP and subsequent Agreement made thereafter.

VIII. Limitation of liability

The selected bidder’s/ proposer’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/ proposer 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/proposer for Services. Nothing in this or Agreement arising out of this tender 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.

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

X. Warranties:

- a) All the warranties held by or in the name of the selected bidder/ proposer shall be assigned or transferred "As Is" in the name of the NFDB. The selected bidder/ proposer shall execute any and all such documents as may be necessary in this regard.
- b) The parties shall return confidential information and will sign-off and acknowledge the return of such confidential information.
- c) The selected bidder/ proposer recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the selected bidder/ proposer 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.

XI. Force Majeure:

In this Clause "Event of Force Majeure" means an event beyond the control of NFDB and the Selected Bidder/ Proposer (i.e., Insurance Company or Intermediary), 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/ Proposer (i.e., Insurance Company or Intermediary) or threats of terrorism.

XII. Consequences of Force Majeure Event

- a) Neither NFDB nor the Selected Bidder/ Proposer shall be considered in breach of the Contract to the extent that performance of the irrespective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the date of signing of contract.
- b) 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.
- c) If and to the extent that the Selected Bidder/ Proposer 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 endeavor to continue to perform its obligations under the Contracts as 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/ Proposer shall be entitled to the amount of such Cost [COST BEING DEFINED AS HAVING NO PROFIT COMPONENT] (the Selected Bidder/ Proposer having taken reasonable steps to mitigate the Cost)}.
- d) If and to the extent that the Selected Bidder/ Proposer 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 Selected Bidder/ Proposer shall be entitled to payment as per payment schedule mentioned in the Contract / Work Order after grant of extension of time line for phase completion prescribed in XIII (d) above due to the period of interruption caused by the Event of Force Majeure.
- f) The Contract Period shall be extended by a period of time equal to the period of interruption caused by an Event of Force Majeure.

XIII. 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.

XIV. 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.

XV. Governing Law and Jurisdiction:

This RFP and subsequent agreement with the Selected Bidder/ Proposer 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.

XVI. Corrupt and Fraudulent practice:

- a) As per Central Vigilance Commission (CVC) directives, it is required that Bidder/ Proposer observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy.
- b) "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.
- c) "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/ Proposers (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.
- d) The NFDB reserves the right to reject a proposal for award if it determines that the Bidder/ Proposer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- e) 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.
- f) Any communications made to NFDB by the Bidder through Mail/ Telephone etc., suggesting/

influencing/ requesting changes/ modifications to the Scheme, Eligibility/ Evaluation criteria of this RFP, either to the advantage of oneself or to the disadvantage of other prospective Bidder/ Proposer, shall be considered as undue interference and undue influence in the due process and the Bid/ Proposal of such Bidder shall be disqualified.

XVII. Issuance of Work Order:

On selection of the Bidder/ Proposer, an acceptance Letter will be issued to the selected Bidder/ Proposer. The Selected Bidder/ Proposer within 15 days from the date of issue of acceptance the Letter has to sign a detailed Work Order.

XVIII. Liquidated damages

If the selected Bidder/ Proposer 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.

XIX. 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.

XX. 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.

-o0o-

TECHNICAL BID

1. Information of the Bidder:

S. No.	Particulars	Details
1	Name of the Intermediary	
2	Address of the Intermediary	
3	IRDAI Registration No.	
4	Expiry date of current Composite Broker License Issued by IRDAI	
5	GST No.	
6	PAN No.	
7	Name and designation of the contact person	
8	Telephone / Mobile no.	
9	E-mail address of the contact person	
10	Details of Insurance Company:	
a)	Name of the Insurance Company	
b)	Address of the Office	
c)	GST No.	
d)	PAN No.	
e)	Name of Authorized Person	
f)	Designation of the Authorized Person	
g)	Contact Number of the Authorized Person	
h)	E-mail address o of the Authorized Person	

2. Checklist of documents required for Evaluation of Technical Bid:

S. No.	Eligibility Criteria	Documents to be submitted
a)	Should have valid license issued by IRDAI to act as Composite Insurance Broker	Self-Attested copy of Current IRDAI Composite Broker License Certificate.
b)	Should have an experience of 10 years.	Self-Attested copy of Inception Broker License Copy and relevant document/s
c)	Should be servicing, at present, at least one Central Government Department/ PSU etc.,	Self-Attested copy of active Policy, Purchase Order, Work Order e.t.c.,
d)	Should not have been blacklisted by any Central/ State Government Authorities/ Department/ PSU/ Organization of National Importance	Self-Declaration
e)	Should have valid registration with IRDAI as a General Insurance Company. (For Insurance Company)	Self-Attested copy of Registration certificate and renewal fee receipt of Insurance Company
f)	Insurance Company Should have registered Micro/ Branch/ Divisional/ Operating Offices in all the Maritime States/ UTs. (For Insurance Company)	List of Micro/ Branch/ Divisional/ Operating Offices in all the Maritime States/ UTs.
g)	Should not have been blacklisted by any Central/ State Government Authorities/	Self-Declaration

	Department/ PSU/ Organization of National Importance. (For Insurance Company)	
<u>Other Documents:</u> Duly Filled in Annexure – 5, Other information and documents relevant to this RFP.		

PRICE BID

- *Not to be submitted with the PQB/ Technical Bid Documents*
- *To be submitted as Price/ Financial Bid only.*
- *To be supported by the quotations from the respective Insurance Company on their Letter Head/s with Stamp & Signature of Authorized Signatory of the Insurance Co.*

S · N o	Type of Vessel	Premium Rate (as a % of S.I)	Coverage Provided as per “Section 3” of RFP	Deviations/ Remarks
1	Deep Sea Fishing Vessel		Yes / No	
2	Motorized Mechanical			
3	Motorized Non-Mechanical Boats with In Board Motors (IBMs)			
4	Motorized Non-Mechanical Boats with Out Board Motors (OBMs)			
5	Non-Motorized (Traditional/ Country Craft such as Catamarans etc.,)			

- a) A common Premium Rate has to be quoted to all types of vessels as a % of Sum Insured
- b) Is the insurance company offering all the coverage requested in “**Section 3**” of this RFP within the common rate quoted for the entire fleet? If No, please provide the details of deviations.
- _____

I/ We _____ representing M/s _____ Limited in my capacity as _____ hereby declare that this Price Bid is being submitted after thorough understanding of Terms & Conditions of this RFP including S. No: F of Section – 4 of this RFP. The Price Bid is valid for a period of 180 Days. I/ We understand that the price bid is subjected to post tender negotiations and that all the Terms, Conditions, Clauses Criteria are not exhaustive but indicative in nature and are subjected to modifications as deemed necessary by the Tender Inviting Authority.

(Authorized Signatory)

Name:

Designation:

Office: _____ **Phone No:** _____ **Mail ID:** _____

SCOPE OF WORK FOR SHORTLISTED INSURANCE BROKER

Phase 1 - Pre-Placement Services

Insurance Broking/ Consulting Firms would be overseeing the Strategic Conceptualization and Initialization of the whole program. The Strategic Conceptualization of the following action Items would be undertaken with the DoF/ NFDB which will have the following Action heads

- a) Placement and designing of the Fishing Vessel Insurance Policy
- b) Cost Containment measures
- c) Claims Handling and Service Mapping
- d) Capacity Building
- e) Grievance Redressal Process
- f) Claims Tracking by Web based MIS
- g) Communication Plans
- h) Validation and Forecasting of Additional Coverage Benefits

Phase 2 - Placement Services

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

- a) Placement strategy
 - 1. Determine evaluation criteria for Insurer selection in association with DoF/NFDB
 - 2. Assess DoF/NFDB service requirement and Insurer capabilities in the marketplace
 - 3. Request placement quotations from Insurers
- b) Quotation analysis & negotiation
 - 1. Evaluate quotes
 - 2. Facilitate Insurer meetings
 - 3. Assist in Negotiating the best price from the Insurer
- 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/Consulting Firms would be functioning as a Strategic Consultant arm of the DoF/NFDB and would be assisting in the Post Placement Process of the program. Insurance Broking/Consulting Firms would undertake the following action Items as Post Placement

- a) Servicing Support

1. Designing the Service Level Agreement to be signed between Insurer and DoF/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 / Quarterly utilization report & presentation
 2. Quarterly Third-Party Administrator data audit to ensure consistency between claims filed and claims cleared by the Insurer
- 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) Turn Around Time Analysis
- Monitoring delivery by Third Party Administrator/ Insurer as per agreed Service Level Agreement
- f) Administration support

-o0o-

ANNEXURE – IV (To be submitted by intermediary along with Technical Bid)

Application Form for Insurance Broking/Consulting Firm

Government of India
Ministry of Fisheries, Animal Husbandry and Dairying
Department of Fisheries

Application for Engagement of Insurance Broking for Fishing Vessel Insurance under
PMMSY

I. Applicant Details:

1	Name of the Insurance Broking Firm	
2	Type of Firm (Tick (<input type="checkbox"/>) any one)	Proprietorship () Partnership Firm () Public Ltd. Company () Private Ltd. Company ()
3	Name of the Authorised signatory/ Head of the Organization & Designation	
4	Date of Establishment (Regd. No. & Date)	
5	Number of Years in the Insurance Broking / Consulting Service	
6	Full Address for Correspondence:	
7	Email ID	
8	Mobile No & Phone No	
9	PAN Card No:	
10	GST No. (If obtained)	
11	Operational Area	
12	Bank Account Details of the Applicant	1.Account Holder's Name: _____ 2.Account Number: _____ 3.Bank& Branch Name: _____ 4.IFSC: _____ _____
13	Permanent/ Office	