



## **NATIONAL FISHERIES DEVELOPMENT BOARD (NFDB)**

**(AN AUTONOMOUS ORGANIZATION UNDER THE ADMINISTRATIVE CONTROL OF THE DEPARTMENT OF FISHERIES, MINISTRY OF FISHERIES, ANIMAL HUSBANDRY & DAIRYING, GOVERNMENT OF INDIA)**

**E-Procurement mode**

**Bidding**

**FOR**

**“Insurance Premium Subvention for Fishing Vessels (Marine hull & Machinery) under PMMSY (Pradhan Mantri Matsya Sampada Yojana).”**

**(Tender No. NFDB/Division I/Fishing Vessel Insurance/2023-24 Dt. 14.03.2024)**

**March, 2024**

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## **Disclaimer**

The information contained in this Bidding document (the "BID") or subsequently provided to Applicant(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this BID and such other terms and conditions subject to which such information is provided.

This BID is not an agreement and is neither an offer nor, invitation by the Authority to the prospective Applicants or any other party. The purpose of this BID is to provide interested parties with information that may be useful to them in making their Technical Qualifications pursuant to this BID. This BID includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This BID may not be appropriate for all persons, and it is not possible for the Authority, their employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this BID. The assumptions, assessments, statements and information contained in this BID. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this BID and obtain independent advice from appropriate sources.

Information provided in this BID to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this BID or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the BID and any assessment, assumption, statement or information contained therein or deemed to form part of this BID or arising in any way in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this BID.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this BID.

The issue of this BID does not imply that the Authority is bound to select any Applicant or to appoint the Selected Applicant or Concessionaire as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the BID Process.

## NOTICE INVITING TENDER

Bidding (BID) for “Insurance Premium subvention for fishing vessels (Marine Hull & machinery) under PMMSY scheme for selection of Insurance Intermediary.”

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

<b>BID No:</b>	NFDB/Division I/Fishing Vessel Insurance/2023-24
<b>Name of the work</b>	Insurance Premium subvention for fishing vessels (Marine Hull & machinery insurance for fishing vessels) under PMMSY scheme.
<b>Period of Insurance</b>	01 years
<b>Period of Online issue of BID documents</b>	Till 14.03.2024
<b>Last date of Receiving Queries / Clarifications</b>	27.03.2024
<b>Pre-BID Meeting, time, and Place</b>	<b>01-04-2024 at 11:00 AM</b> <b>NFDB</b> <b>Pillar no. 235, PVNR Expressway, Post-SVPNPA,</b> <b>Rajendranagar, Telangana 500052</b> <b>Email: <a href="mailto:info.nfdb@nic.in">info.nfdb@nic.in</a></b> <b>Website: <a href="http://www.nfdb.gov.in">www.nfdb.gov.in</a></b>
<b>Authority’s responses reply latest by</b>	<b>05.04.2024</b>
<b>Last date &amp; time for online submission of BID</b>	18.04.2024 03.00 PM
<b>Technical bid opening</b>	19.04.2024 03.00 PM
<b>Financial bid opening</b>	To be intimated later

### OTHER INSTRUCTIONS:

- Details of the BID Documents and Notification of any Addendum / Corrigendum to the BID documents are available in web site.
- E-Tenderers are not permitted to alter/change/delete/modify any clause of the BID document downloaded from the website. If any deviation / discrepancy is found after submission of BID, the submitted offer will be summarily rejected.
- Applicants shall submit the Bid Document as stipulated in the “Instructions to Applicants” of the e-tender document. Authority reserves the right to verify the submitted copies of documents / credentials with the original documents.
- In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.
- Authority reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

## INVITATION FOR BID

### 1. INTRODUCTION

#### 1.1 BACKGROUND

- 1.1.1 NATIONAL FISHERIES DEVELOPMENT BOARD (NFDB), is an autonomous organization under the administrative control of the Department of Fisheries, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India. In May 2020, under the “Aatmanirbhar Bharat Package”, Government of India has launched a flagship scheme i.e., Pradhan Mantri Matsya Sampada Yojana (PMMSY). Insurance to fishers and Insurance premium subvention for fishing vessels are among the significant activities envisaged under the PMMSY.
- 1.1.2 Marine fisheries a key player that can be harnessed to utilize the potential of fisheries with respect to the current scenario of India. Fishing vessels, its hull and other machineries are vulnerable as the same have been exposed to the substantial risks. To secure the fishing vessels from various uncertainty is utmost important to harness marine fisheries potential. Hence, the Department of Fisheries (DoF) /National Fisheries Development Board (NFDB) invites Unconditional Proposals from Insurance Companies / Insurance Intermediaries, registered / with / licensed by IRDAI, for finalizing rate of insurance premium subvention for fishing vessels (Marine hull & machinery) as per the Coverage, Terms and Conditions solicited in this BID.
- 1.1.3 The objective to provide premium subventions to the stakeholder (fishing vessel owner for their fishing vessel) only. In alignment with the larger mandate of PMMSY, the primary objectives of insurance premium subvention for fishing vessels are to: a) Providing financial and livelihood security due to foreseen and unforeseen event/s. b) Comply with fishing law, rules and regulations. c) Guard against any third-party liability.

#### 1.2 REQUEST FOR BID

- 1.2.1 The Authority invites BID (the “**BID**”) for selection of insurance intermediary (the “**Bidder**”) for “Insurance Premium subvention for fishing vessels (Marine Hull & machinery) under PMMSY scheme.”
- 1.2.2 The Authority intends to select the Agency through a BID process, where bid will be invited from bidders eligible for the procurement process. The details regarding submission of the BID along with date of Pre-BID meeting has been highlighted in the **SCHEDULE-3: DATA SHEET**.
- 1.2.3 It is a one stage, two envelop bidding process i.e., the bid will be comprised of Technical Bid and Financial Bid which will be evaluated as per **Clause no. 2.20 (Evaluation of bid)**.

#### 1.3 BID SECURITY (EARNEST MONEY DEPOSIT-EMD)

The bidders should furnish bid security with their bids. Amount of bid security in Rs 50 lakhs i.e 2% of the Estimated Contract Value (ECV). The bid security will be accepted in the form of account payee demand draft or bank guarantee favouring National Fisheries Development Board payable at Hyderabad, from any of the financial banks or online payment (Name: National Fisheries Development Board, A/c No 62029582916, IFSC: SBIN0021220). The bid security should remain valid for a period of forty five days beyond the final bid validity period.

#### 1.4 VALIDITY OF THE BID

- 1.4.1 The BID shall be valid not less than the period mentioned in **SCHEDULE-3: DATA SHEET** from the BID Due Date (the “BDD”)

#### 1.5 MODE OF SUBMISSION & BRIEF DESCRIPTION OF THE SELECTION PROCESS

- 1.5.1 All Applicants must submit their offer through e- tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.

- 1.5.2 Offer shall contain all the required information as per all the Appendixes & Annexures attached.
- 1.5.3 Evaluation of BID of all Qualified Applicants will be carried out as specified in Clause 2.20 and the selected bidder will be prepared for award of the tender.

## 1.6 SCHEDULE OF SELECTION PROCESS

- 1.6.1 Applicants will be selected as per the stipulated selection process as per clause 2.12 & 2.20 and procedures described in this BID (hereinafter referred to as “**BID**” or the “**Contract**”). The Authority would endeavor to adhere to the information given in **SCHEDULE-3: DATA SHEET**.

## 1.7 PRE-BID CONFERENCE

- 1.7.1 The date, time and venue for the Pre-BID Conference is provided in **SCHEDULE-3: DATA SHEET**. During Pre-BID Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor 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. The intending Applicants are advised to formulate their queries relating to all aspects mentioned in this BID document as well as seek other clarifications/details required by them from NFDB and forward the same in writing by the date as per **SCHEDULE-3: DATA SHEET** to [info.nfdb@nic.in](mailto:info.nfdb@nic.in) in so that the same may be discussed / clarified in the pre-BID conference.
- 1.7.2 During the Pre-BID conference, the queries received in advance would be clarified first, followed by those raised during the conference. NFDB will furnish its response to all such queries including the description of the queries (without identifying the sources raising such queries) in the stipulated e-procurement portal of NFDB including modifications / amendments, if any, to the terms and conditions of the BID, scope of the project etc. which the intending Applicants are to note for submitting their BID. The amendments / modifications / clarifications shall be hosted in the form of an “Addendum/ Corrigendum” which shall become an integral part of the BID document for all purposes and shall be binding on the Applicant. The content of the Addendum/ Corrigendum shall be accepted and submitted by all Applicant along with their bids.

## 1.8 COMMUNICATIONS

- 1.8.1 All communications including the submission of BID should be addressed to:  
**The Chief Executive,**  
**National Fisheries Development Board (NFDB),**  
**Pillar no.235, PVNR Expressway, Post-SVP NPA, Rajendranagar, Telangana 500052**  
Email: [info.nfdb@nic.in](mailto:info.nfdb@nic.in)  
Website: [www.nfdb.gov.in](http://www.nfdb.gov.in)

## 2. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1 SCOPE OF BID

- 2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this BID are specified in this document. In case an applicant Organization possesses the requisite experience and capabilities required for undertaking the Bid, it may participate in the Selection Process individually (the “**Sole Organization**”) in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Organization or the Lead Member, as the case may be. The way the BID is required to be submitted, evaluated and accepted is explained in this BID.
- 2.1.2 Applicants are advised that the selection of eligible bidder shall be based on an evaluation by the Authority through the Selection Process specified in this BID. Applicants 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 the Authority’s decisions are without any right of appeal whatsoever.

- 2.1.3 The Applicant shall submit its BID in the form and manner specified in this BID as stipulated. Upon selection, the Applicant will be required to enter an agreement/ contract/ facsimile with the Authority.

## **2.2 CONDITION OF ELIGIBILITY OF THE APPLICANTS**

- 2.2.1 Applicants must carefully read the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. BID of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2 The Applicant should submit a Power of Attorney as per the format at Annexure-III; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant in case the Applicant is a partnership Organization or limited liability partnership.
- 2.2.3 Any entity which has been barred by the Central Government, any State Government, a statutory authority, or a public-sector undertaking, from participating in any project, and the bar subsists as on the date of BID, would not be eligible to submit a BID either by itself or through its Associate.
- 2.2.4 An Applicant or its Associate should have, during the last 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 Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.5 While submitting a BID, the Applicant should attach clearly marked and referenced continuation sheets if the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

## **2.3 CONFLICT OF INTEREST**

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the service (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security/ Bid Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant’s BID, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Bidder provides professional, objective, and impartial advice and always hold the Authority’s interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

## **2.4 NUMBER OF BID**

No Applicant or its Associate shall submit more than one Application for the Bid. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually.

## **2.5 COST OF BID**

The Applicants shall be responsible for all the costs associated with the preparation of their BID and their participation in the Selection Process including subsequent tender/ negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.6 ACKNOWLEDGEMENT BY APPLICANT**

- 2.6.1 It shall be deemed that by submitting the BID, the Applicant has:
- (a) made a complete and careful examination of the BID.

## Bid for “Insurance Premium Subvention for fishing vessels”

- (b) received all relevant information requested from the Authority.
- (c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the BID or furnished by or on behalf of the Authority or relating to any of the matters.
- (d) Satisfied itself about all matters, things, and information, including matters as deemed necessary and required for submitting an informed Application and performance of all its obligations thereunder.
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms thereof.

2.6.2 The Authority shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to BID or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

### 2.7 RIGHT TO REJECT ANY OR ALL BID

2.7.1 Notwithstanding anything contained in this BID, the Authority reserves the right to accept or reject any BID and to annul the Selection Process and reject all BID, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons therefor.

2.7.2 Without prejudice to the generality of Clause 2.7.1, the Authority reserves the right to reject any BID if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the BID misrepresentation / improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the BID have been opened and the eligible Applicants gets disqualified / rejected, then the Authority reserves the right to take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## B. DOCUMENTS

### 2.8 CLARIFICATIONS

2.8.1 Applicants requiring any clarification on the BID may send their queries to the Authority in writing by e-mail to reach before the date mentioned in the Schedule of Selection Process at **SCHEDULE-3: DATA SHEET**. The e-mail shall clearly have subjected the following identification:

**BID for “Insurance Premium subvention for fishing vessels (Marine Hull & machinery insurance for fishing vessels) under PMMSY scheme.”**

The Authority shall endeavor to respond to the queries within the period **specified SCHEDULE- 3: DATA SHEET** prior to the BID Due Date. The Authority will post the reply to all such queries on the e-procurement portal and copies thereof will also be circulated to all Applicants who have purchased the BID document without identifying the source of queries.

2.8.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.8 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

### 2.9 AMENDMENT OF BID

2.9.1 At any time before the submission of BID, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the BID documents by issuance of amendment(s). All amendments/ corrigenda will be posted on the e-procurement portal.



2.9.2 To afford the Applicant a reasonable time for taking an amendment into account, of for any other reason, the Authority may at its discretion extend the BID Due Date.

## **C. PREPARATION AND SUBMISSION OF BID**

### **2.10 LANGUAGE**

The BID with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this BID. No supporting document or printed literature shall be submitted with the BID unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the BID, the translation in English shall prevail.

### **2.11 FORMAT AND SIGNING OF BID**

2.11.1 The Applicant shall provide all the information sought under this BID with reference to Clause 2.8. The Authority would evaluate only those BID that are received in the specified forms and complete in all respects.

2.11.2 The Applicant shall prepare and submit the BID as per the instructions given in **SCHEDULE- 3: DATA SHEET**.

2.11.3 The BID and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the BID shall be initialed by the person(s) signing the BID. The BID must be properly signed by the authorized representative (the “**Authorized Representative**”) as detailed below:

- (a) by the proprietor, in case of a proprietary Organization; or
- (b) by a partner, in case of a partnership Organization and/or a limited liability partnership; or
- (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (d) by the authorized representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified by a notary public in the form specified in **Annexure-IV(a)** shall accompany the BID.

2.11.4 Applicants should note the BDD, as specified in **SCHEDULE-3: DATA SHEET**, for submission of BID. Except as specifically provided in this BID, no supplementary material will be entertained by the Authority and that evaluation will be carried out only based on Documents received by the closing time of BDD as specified in Clause 2.15. Applicants will ordinarily not be asked to provide additional material information or documents after the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.22.

### **2.12 TECHNICAL QUALIFICATION**

#### **2.12.1 FOR INSURANCE INTERMEDIARIES:**

- (a) Applicants should have valid registration with IRDAI to act as Direct/ Composite Insurance Broker and having an experience of similar operation for at least 03 years.
- (ii) Applicant should have placed/ procured/ solicited a minimum direct premium of Rs. 25 Crs (twenty five crores) in any of the last 05 (five) financial years from the BDD.

2.12.2 Any Applicant that passes these eligibility criteria is evaluated based on the premium quoted detailed as per clause 2.20. **The Technical Qualification are opened and evaluated and the offers who are qualifying as per these technical evaluation criteria will only be considered as technically responsive. The rest would be considered technically non-responsive and would be dropped from the further financial evaluation.**

The relevant formats are furnished in the **Appendix-I**

Documents to be submitted at the time of proposal:

- i. Valid Registration Certificate
- ii. Valid License

## **2.13 SUBMISSION OF BID**

- 2.13.1 The Applicant shall submit the BID including both Technical Qualification and Financial Qualification as per **SCHEDULE-3: DATA SHEET** and the Content of the BID as per Appendices & Annexures. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of the BID. In case the BID is submitted on the document downloaded from the Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the BID and the original BID issued by the Authority, the latter shall prevail.
- 2.13.2 Bid Security Declaration as per Clause 2.20, shall be accompanied with the submitted BID.
- 2.13.3 The BID shall be typed in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original BID must be numbered and initialed by the person or persons signing the BID.
- 2.13.4 The completed BID must be uploaded on or before the specified time on BID Due Date. BID submitted by post, courier, fax, telex, telegram, or e-mail shall not be entertained.
- 2.13.5 The BID shall be made in the Forms specified in this BID. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will not be entertained.

## **2.14 BID DUE DATE**

- 2.14.1 BID should be submitted on the BID Due Date (BDD) and time specified in **SCHEDULE- 3: DATA SHEET**, at the address mentioned in **SCHEDULE-3: DATA SHEET**, in the manner and form as detailed in this BID.
- 2.14.2 The Authority may, in its sole discretion, extend the BDD by issuing a Corrigendum uniformly for all Applicants.

## **2.15 LATE BID**

BID received by the Authority after the specified time on the BID Due Date, as mentioned in **SCHEDULE-3: DATA SHEET**, shall not be eligible for consideration and shall be summarily rejected. Any alteration/ modification in the BID or additional information or material supplied after the due date, unless the same has been expressly sought for by Authority, shall be disregarded.

## **2.16 MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF BID**

- 2.16.1 The Applicant may modify, substitute, or withdraw its BID after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to BDD. No BID shall be modified, substituted, or withdrawn by the Applicant on or after the BDD.
- 2.16.2 Any alteration / modification in the BID or additional information or material after the BDD, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **2.17 BID SECURITY DECLARATION**

- 2.17.1 No provision regarding Bid Security/Earnest Money has been kept in the BID. Instead of the cited, Applicants should submit a “**Bid Security Declaration**”, attached in **Annexure V**, accepting that if they withdraw or modify their bids during period of validity etc., Applicant will be suspended by three (03) years.
- 2.17.2 Any bid not accompanied by the Bid Security Declaration shall be rejected by the Authority as non-responsive.
- 2.17.3 Bid Security Declaration of unsuccessful Applicants shall be returned, within one month after declaration of technically qualified list to the Selected Applicants. The Selected Applicant’s Bid Security Declaration shall be returned, upon the Applicant after the publication of technically eligible applicant/ bidder list.
- 2.17.4 The Applicant, by submitting its BID pursuant to this Bid, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, Applicant will be suspended by three (03) years by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the BID including the consideration and evaluation of the BID under the following conditions:
- (a) If an Applicant submits a non-responsive BID.
  - (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this BID.
  - (c) If the Applicant withdraws or amends its BID or impairs or derogates from the provision of the BID in any respect within the period of Bid Validity.
  - (d) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

## **2.18 Performance security**

The successful bidder shall deposit with Chief Executive, NFDB an unconditional and irrevocable Performance Security Deposit (PSD) of 3% of the total contract value from a nationalized or scheduled bank acceptable to NFDB, payable on demand, for the due performance and fulfilment of the contract by the bidder.

## **D. EVALUATION PROCESS**

### **2.19 EVALUATION OF BID**

- 2.19.1 The Authority shall open the BID as per the schedule provided in **SCHEDULE-3: DATA SHEET** in the online e-procurement portal.
- 2.19.2 BID for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 2.19.3 Prior to evaluation of BID, the Authority will determine whether each BID submitted is responsive to the requirements of the BID. The Authority may, in its sole discretion, reject any BID that is not responsive hereunder. A BID shall be considered responsive only if:
- (a) The BID is received in the form specified Appendix I: Form 1, Appendix I: Form 2, Appendix I: Form 3, Appendix II: Form 1, Appendix II: Form 2, Appendix II: Form 3.
  - (b) It is received by the BDD including any extension thereof pursuant to Clause 2.16.
  - (c) It is accompanied by Bid Security Declaration.
  - (d) It is accompanied by the Power of Attorney.
  - (e) It contains all information (complete in all respect) as request in the BID.
  - (f) It does not contain any condition or qualification, and
  - (g) It is not non-responsive in terms hereof.
- 2.19.4 The Authority reserves the right to reject any BID, which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such BID.
- 2.19.5 The Authority shall subsequently examine and evaluate BID in accordance with the Selection Process specified at Clause 2.12 and 2.20 and the criteria set out in Section 3 of this BID.
- 2.19.6 The Technical Bids shall be opened by the Bid Evaluation Committee, as constituted by NFDB. The

Bid Evaluation Committee shall evaluate the Technical Bid as per the eligibility criteria as listed in the BID and all such bidders who are technically qualified shall be considered for evaluation of Financial Bid. Any Technical Bids which deviate from the terms and conditions of this BID shall be rejected. Submission of Technical Bids by any bidder shall be construed as acceptance of all the terms and conditions of this BID.

- 2.19.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.19.8 Any information contained in the BID shall not in any way be construed as binding on the Authority, its agents, successors, or assigns, but shall be binding on the Applicant if the Bid is subsequently awarded to the Applicant.
- 2.19.9 Financial bids of technically qualified bidders shall be evaluated for the selection of the bidder. 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. Lowest quoted bidder (L1 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. In case of a tie, Insurance Intermediary who had underwritten average highest amount of Marine Hull Premium in the FY 2020-21, 2021-22 and 2022-23 shall be given preference. Policy Circular No. 1(2)(1)/2016-MA Dt. 10/03/2016 of GoI, MoM SME, O/o The Development Commissioner (MSME) is applicable in conjunction with Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012.
- 2.19.10 In case the L1 bidder opt out for any reasons whatsoever before initiating its operations/ services, the bidding authority can go for negotiation with L2 bidder for matching the premium rate in congruence with L1 quote. In case the L2 bidder does not agree with the cited terms, the bidding authority can go for negotiation with L3 bidder for matching the premium rate in congruence with L1 quote and so on.
- 2.19.11 Any quotation submitted by bidder with any condition will not be considered as financial quote. In this regard, Bidder must submit a declaration as per **Annexure III** and violation of the same will subject to debarment from the upcoming bid participation by Authority for 03 (three) years.

## **2.20 CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of concerning the Selection Process. The Authority shall treat all information, submitted as part of the BID, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

## **2.21 CLARIFICATIONS**

- 2.21.1 To facilitate evaluation of BID, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its BID. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.21.2 If an Applicant does not provide clarifications sought above within the specified time, its BID shall be liable to be rejected. In case the BID is not rejected, the Authority may proceed to evaluate the BID by construing the particulars requiring clarification to the best of its understanding and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.
- 2.21.3 Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process.

## **2.22 PROPRIETARY DATA**

Subject to the provisions of Clause 2.21, all documents and other information provided by the

Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Bidder are to treat all information as strictly confidential. The Authority will not return any BID, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to the Authority in relation to the Bid shall be the property of the Authority.

### 3. FRAUD AND CORRUPT PRACTICES

3.1 The Applicants and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this BID, the Authority shall reject a BID without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event,

the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost, and effort of the Authority, regarding the BID, including consideration and evaluation of such Applicant’s BID.

3.2 Without prejudice to the rights of the Authority under Clause 4. hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Bidder shall not be eligible to participate in any tender or BID issued by the Authority during a period of 3 (two) years from the date such Applicant or Bidder, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

(a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Bidder/ adviser of the Authority in relation to any matter concerning the Project;

(b) “**Fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, to influence the Selection Process.

(c) “**Coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process.

(d) “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority 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

(e) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement

among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **4. PRE-BID CONFERENCE**

- 4.1 Pre-BID Conference of the Applicant shall be convened at the designated date, time, and place. Only those Applicant, downloaded the application from the Official Website of the Authority, shall be allowed to participate in the Pre-BID Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 4.2 During Pre-BID Conference, the Applicant will be free to seek clarifications and make suggestions for considerations of the Authority. The Authority shall endeavor to provide clarification and such further information as it may, in its sole discretion, consider appropriate for facilitation a fair transparent and competitive Selection Process.

## **5. Goods and Services Tax (GST)**

### **5.1 GST Registration Status**

All the bidders/ Applicants should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities.

### **5.2 GST Registration Number (15-digit GSTIN)**

If the bidder has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical is concerned with the supply and service involved, as per the scope of Schedule of Requirements and Price Schedule quoted. If the supply/ service provided is from multiple states, the bidder should mention GST registration numbers for each state separately.

### **5.3 Composition scheme**

If the Bidder has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.

### **5.4 Exemption from Registration**

If a bidder is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. Bidder claiming exemption in this respect shall submit a valid certificate from practicing Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (DIN) to the effect that Bidder fulfils all conditions prescribed in notification exempting him from registration. Such bidder/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by the Procuring Entity directly to concerned authorities. Bidder should note that his offer would be loaded with the payable GST under the RCM. Further, Bidder should notify and submit to the Procuring Entity within 15 days from the date of becoming liable to registration under GST.

The Procuring Entity's state-wise GSTINs are indicated in Section VI – Schedule of Requirements and/ or TIS/ AITB.

### **5.5 GST Rate:**

- a) As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the bid/ contract price (exclusive of GST). If the price is stated to be inclusive of GST, the current rate included in the price must be declared by the bidder.
- b) If a Bidder asks for GST (and GST Cess if applicable) to be paid extra, the rate and nature of such taxes applicable should be shown separately. Bidders should quote 'GST' if payable extra on the total basic rate of each cost element and quote GST in '%' inclusive of cess.
- c) If GST, other taxes, duties are not specified, or column is left blank in the price schedule, it shall be presumed that no such tax/ levy is applicable or payable by the Procuring Entity.

## 6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Hyderabad which shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- 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.
  - consult with any Applicant to receive clarification or further information.
  - retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
  - independently verify, disqualify, reject and/or accept all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the BID, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record

### 6.6 Relationship between Bidder and eProcurement Portal

The Procuring Entity is neither a party nor a principal in the relationship between Bidder and the organization hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

### 6.7 Implied acceptance of procedures by Bidders

Submission of bid in response to the BID is deemed to be acceptance of the e-Procurement and BID procedures and conditions of the BID.

### 6.8 Submission/ Uploading to the Portal

- No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause 4 of clause 6.8 below). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information – otherwise, the bid shall be rejected as nonresponsive.
- Bids shall be received only Online on or before the deadline for the bid submission as stipulated.
- Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
- Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded Pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.
- If stipulated in the TIS, copies/ originals of such specified uploaded scanned documents must also be physically submitted sealed in double cover and acknowledgement be obtained before the deadline for the bid submission at the venue mentioned. Failure to do so is likely to result in the bid being rejected as non-responsive. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue. The Procuring Entity reserves its

- right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of LIST OF EMPANELMENT.
6. All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorised persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.
  7. The Procuring Entity may extend the deadline for bids submission by issuing an amendment as per Clause 2.9 above, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.
  8. Bid submitted through modalities other than those stipulated in BID shall be liable to be rejected as nonresponsive.

### **6.9 Doctrine of Substantial Compliance**

The Bidding (BID) is for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the BID and PQC. Keeping this caveat in view, interpretation by Procuring entity would be based on common usage of terminologies and phrases in public procurement in accordance with the “Doctrine of Substantial Compliance”.



## **SCHEDULES**

### **SCHEDULE-1: SCOPE OF SERVICES**

#### **Scope of Services**

##### **1.1 GENERAL:**

These provisions though given in a separate section are part of the BID which must be read as a whole, the various sections being complementary to one another and are to be taken as mutually explanatory. These provisions shall be read in conjunction with the other parts of the BID viz. General Conditions of Contract (GCC), Notice Inviting E-Tenders, and Instructions to Applicant and other documents forming part of the Contract. In case of any discrepancy or ambiguity in the documents, the order of precedence of the documents as stated below will apply. These provisions will override those in the General Conditions provided there is discrepancy between them.

##### **1.2 CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:**

If the stipulations in the various BID be found to be at variance in any respect, one will override others (but only to the extent these are at variance) in the order of precedence as given in the list below, i.e., any item in the list will take precedence over all those placed lower down in the list.

- (a) Service Level Agreement (SLA)
- (b) Memorandum of Understanding (MoU).
- (c) Work Order.
- (d) Scope of Services.
- (e) General Conditions of Contract (GCC).

In case of any dispute, question, or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Authorized Representative of NFDB thereon shall be final and binding upon all parties.

##### **1.3 PARTICULARS OF THE ASSIGNMENT:**

###### **Funding Pattern:**

The activities relating to Insurance Premium Subvention for Fishing Vessels is the part of the Central Sponsored Scheme (CSS) and is one of the components of PMMSY under which, the Governmental subvention is up to 40% of the annual premium amount for General category and 60% for SC/ST/Women and the balance premium shall be borne by the beneficiary. Further the Insurance premium subvention amount, in turn will be shared between Center and States / UTs as per the funding pattern of PMMSY Scheme as below.

- a) **Coastal States:** 60% Central share and 40% State share.
- b) **Coastal Union Territories (with legislature and without legislature):** 100% Central share.

The shortlisted Bidder (Insurance Intermediary) will be responsible for providing Marine Hull All Risk Insurance, as per the terms and conditions stipulated, to the vessels proposed under captioned scheme at agreed rate as per MoA/ SLA. The Insurance Intermediary shall provide all the pre-placement, placement, and 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 Bid. Claims management including intimation,

collection, and submission of claim documents to insurance intermediaries as well as follow-up for outstanding claims. Any other services as agreed and finalized in MoA / SLA. Notwithstanding anything to the contrary, the Insurance Company shall without any limitation pay the remuneration to the Insurance Intermediary if any, as per IRDAI (Payment of Commission or Remuneration or Reward to Insurance Intermediaries) Regulations 2016 as amended from time to time. The duties of the Intermediary, procedure of insurance premium receipting, premium accounting, issuance of policies, role of NFDB, role of Participating States/ UTs, role of intermediary, process flows for under writing, claims and grievance shall be finalized with the successful Insurance Intermediary.

Subvention of insurance premium for Fishing Vessels is applicable for all fishing vessels which are registered and licensed under M. S. Act (Real Craft) /State/ UT Marine Fishing Regulation Act. Every vessel that is proposed for insurance, as per applicable Center/ State /UT Legislation as amended from time to time:

- i. Shall be registered, under M. S. Act (Real Craft)/ State MFRA (State/ UT Marine Fishing Regulation Act)
- ii. Shall have valid Fishing License.

Deep Sea Fishing Vessels, Motorized Mechanical Fishing Vessels, Motorized Non-Mechanical Fishing Vessels (approx. IBM 15% & OBM 85%), are eligible for the cited insurance coverage.

S/ N	Type of Vessel	Max. Sum Insured to which Premium Subvention is capped (Rs. In Lakhs)	No. of Vessels as per Real Craft data *
1	Deep Sea Fishing Vessel	120.00	114
2	Motorized Mechanical	65.00	64,909
3	Motorized Non-Mechanical Boats within Board Motors (IBMs)	15.00	21,341
4	Motorized Non-Mechanical Boats with Out Board Motors (OBMs)	5.00	1,20,933
<b>TOTAL =</b>			<b>2,07,297</b>

\* vary on periodical basis

If participating State/ UT have any other categories of vessel/s, directly linked with fishing/ fishing allied activities, beyond the 5 categories specified herein this BID which are registered under Real Craft, such type of vessels shall be fit into any one of the specified categories for the purpose of claiming the insurance premium subvention.

**Insurance coverage norms**

1. As per norms allowed for registration of vessels. Fishing Vessels that are older than 25 years, if any, can be covered only under Total Loss.
2. Maximum Sum Insured is inclusive of Hull and Machinery.
3. Please note that the Maximum Sum Insured for Premium Subvention and Policy Sum Insured are different. Policy Sum Insured shall be as proposed by the insured. If the Policy Sum Insured is lower than the Maximum Sum Insured as per above table, then the subvention amount will be applicable only up to the Policy Sum Insured. If the Policy Sum Insured is higher than the Maximum Sum Insured in the above table, then the subvention amount will be applicable only up to the Maximum Sum Insured and the balance premium should be paid by the vessel owner.
4. At the time of proposal, if the owner of the Fishing Vessel opts for Increased Value Insurance, which insures an additional of 20% of Market Value or 25% of H&M value, such cover shall be provided at the rate of 50% of H&M rate. The total additional premium pertaining to Increased Value Insurance

shall be borne by the owner of Fishing Vessel. No subvention is allowed on the premium pertaining to Increased Value Insurance.

5. Sum Insured/Cost of Bunkers and Spares either individually or collectively shall not exceed 25% of the Total Sum Insured of the Fishing Vessel.
  - i. The cost of fishing vessel shall be provided by the insured at the time of proposal.

6. No short period cover/ insurance is to be provided. All fishing vessels proposed under this scheme are to be insured for 1 year (Annual Policy).

7. Insurance intermediary to issue the policy/ policies only upon the receipt and tagging to subvention premium and beneficiary's share of premium.

**8. Coverage Proposed:**

All Risk (Hull, Machinery & Accessories; 3/4ths Collision Liability, Total Loss) with Add-On covers of SRCC, Cost of Bunkers and Spares. All AoG Perils (Including but not limited to STFI, Cyclone, Tsunami etc.,).

No partial damage claim may be allowed, instead any damage beyond 60% shall be considered for settlement of full claim starting from 80% of sum insured for 60% damage. The salvaged materials shall be the property of the fishing craft owner and the value of the same not to be deducted.

9. Indemnity towards insured Fishing Vessel and liability towards P & I (Protection and Indemnity Clause-Wreck Removal) are together restricted to 150% of the Sum Insured of the Insured Fishing Vessel.

10. Premium to be paid at once. (Installment facility not required).

**11. Deductible:**

As per clause 12 & 13 of the IFVC clause Dt. 20.07.87. All policies are subject to "Machinery Damage Additional Deductible" as per clause 13 of the IFVC clauses apart from the normal deductible as per clause 12 of the IFVC clauses. The deductibles should be fixed throughout the currency of the policy and does not change with the change in sum insured during the currency of the policy. The deductibles are not applicable to Total Loss/Constructive Total Loss claims. The policy should contain the following wording: "loss as per clause 13 of IFVC clause dt 20.07.87 and a compulsory deductible as per clause 12 of the IFVC clause Dt. 20.07.87".

**NOTE:** The machinery deductible as per clause 13 is to be applied first and the balance amount should be added to the claim amount not relating to machineries and then the total should be subject to the deductible as per clause 12.

**12. Employment & Trading Warranties:**

a. Fishing Vessels and Trawlers not to go beyond Indian Exclusive Economic Zones (or) Beyond 200 nautical miles into the sea from the shore of the East and West Coasts of India.

b. Fishing Vessels and Trawlers not to go beyond Exclusive Economic Zones (or) Beyond 200 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 200 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 such Voyages.

e. Insurance coverage will not be provided to fishing vessel venturing beyond International Maritime Boundary Line (IMBL).

13. **Other Standard Trading & Compulsory Warranties:** As applicable to Fishing Vessels

14. **Monsoon lay-up warranty:** Applicable

15. **Body Built:** Including but not limited to, Wood, Fiberglass, Fiberglass Reinforced Plastic (FRP), Iron, Steel, Aluminum Alloys, Plastic etc., which are eligible for registration under M. S. Act / State/ UT Marine Fishing Regulation Acts.

16. **Change in Sum Insured:** Not Allowed during the policy period.

17. **Minimum Premium per Vessel:** Not Applicable.

18. **Cancellation and Returns:** Not allowed unless due to Duplicate Insurance, Underwriting or Data Entry errors otherwise amicably incorporated in a covenant during award stage.

18. **Personal Accident Cover:** Not Applicable

19. **Stamp Duty & GST:** As Applicable

20. **Proposal Form:** Duly filled proposal form with the list of required documents shall be submitted by the insurer at the nearest Micro/ Branch/ Divisional/ Large Corporate Office of Insurance Company or in online portal facilitated and maintained by the Insurance Company/Insurance Intermediary.

21. **Period of Insurance:** One (01) years from the date of issuance of policy  
22. **Validity & Applicability of Premium Rate/ Tariff quoted:** 2 (two) year from the Date of MoA/ SLA  
23. **Claim Assessment and Investigation:**

Insurance Intermediary shall draw a panel of approved surveyors and investigators acceptable to NFDB, in consultation with Insurance Company /Insurance Intermediary. Community managed claim assessment model shall be followed by constituting Fishing Harbour/Fish Landing centre level committees for assessment of the claims which shall be verified and endorsed by the jurisdictional authorized officers for the settlement of the claim at ease.

They will be utilized in case of all Losses/Damages reported against which claims would be lodged. All payments related to Loss Assessment/ Investigation shall be borne by the Insurance Company / Insurance Intermediary.

24. **Intimation:**

- i. The claims along with estimated loss amount will be intimated within 60 days from the date of occurrence.
  - ii. If the claims are reported beyond 60 days and not beyond 120 days from the date of occurrence, the owner of the Fishing Vessel shall justify the reason/s for such delay.
  - iii. Notwithstanding anything to the contrary, if such delay is reasonable and justified, the insurance company shall not impose any arbitrary and unfair penalties in the admissible/ payable claim amount.
  - iv. Claims reported beyond 120 days from the date of occurrence may not be entertained and can be considered as "NO CLAIM" based on the justification/ discretion of both Bidding Authority and Bidder/ Applicant.
  - v. All claim related documents shall be submitted within 120 Days from date of occurrence.
  - vi. Applicant will be liable to furnish a standard checklist of documents required for lodging the claim to the Bidding Authority. This standard checklist will be utilized as reference or lodging claim with necessary supporting documents for settling the claim promptly.
25. 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.
26. **Monthly Meetings**  
Monthly meeting will be held for progress review & way forward and it is mandatory for representatives of Bidder/ Applicant.

27. **Part Removal Clause**

Covering all risks against loss or damage to any part of the hull, machinery, inventory whilst removed for overhaul or repair, in a repair yard whilst on pontoon, quay etc.

**1.4 SCOPE OF WORK:**

**IN CASE OF INSURANCE INTERMEDIARIES**

**Phase 1 - Pre-Placement Services**

Insurance Intermediary Firms would be overseeing the Strategic Conceptualization and Initialization of the whole program. The Strategic Conceptualization of the following action Items would be undertaken by Insurance Intermediary in coordination with NFDB which will have the following Action heads

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

**Phase 2 - Placement Services**

Insurance Intermediary would be acting as a Strategic Service Provider and would be assisting in the placement process of the scheme.

**a) Placement strategy**

1. Determine evaluation criteria for Insurer selection in association with State/UT and NFDB
2. Assess 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 BID provided
2. Data consolidation for policy issuance

**Phase 3 - Post Placement Services**

Insurance Intermediary Firms would be functioning as a Strategic Service Provider arm of the NFDB and would be assisting in the Post Placement Process of the program. Insurance Intermediary 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 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

**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**

**1.5 Other Terms of References**

**1.5.1\_WARRANTY REGARDING REGISTRATION AND LICENSING OF FISHING VESSELS/TRAWLERS**

Warranted vessel to comply with local laws and regulations about registration and licensing.

**1.5.2 CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause shall apply to original risks attaching on or after March 1, 2003. With respect to the peril of Terrorism as define in the Terrorism Exclusion Clause, this clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to buy or arising from any chemical, biological, bio-chemical, or electromagnetic weapon or device.

**1.5.3 STAMP DUTY**

As per the Indian Stamp Act, the insured must pay the stamp duty. Wherever instalment facility has been given, the stamp duty must be collected in full along with the first instalment premium. There is also no refund of stamp duty when the policy is cancelled.

The work will also include all appurtenant works as described and set forth in, **General Conditions of Contract** and as per direction and up to the satisfaction of the Authority.

## SCHEDULE-2: CHECKLIST FOR DOCUMENT SUBMISSION

SI No.	Documents submitted, duly filled, signed	Yes/ No/ NA	Page No. (submitted bid)
1	Should have valid Registration issued by IRDAI / valid license to act as Insurance Intermediary (Direct/ Composite). Self-Attested copy of IRDAI Registration Certificate of the Insurance Company. Renewal Fee receipt of the Insurance Intermediary for the FY 2023-24 issued by IRDAI.		
2	Should have underwritten/ serviced Marine Hull Premium in previous Years/ current project (self-attested)		
3	Filled up Schedule 2: Checklist		
4	Appendix I, Form 1		
5	Appendix I, Form 2: Eligible Assignments of the Organization for completed projects		
6	Appendix I, Form 3: Eligible Assignments of the Organization for ongoing projects		
7	Appendix II, Form 1: Cover Letter		
8	Appendix II, Form 2: Eligibility Declaration		
9	ANNEXURE I: LEGAL CAPACITY		
10	ANNEXURE II: POWER OF ATTORNEY		
11	ANNEXURE III: DECLARATION REGARDING QUOTATION		
12	Declaration/ Consent from Insurance company in their company letter head		
13	ANNEXURE IV: DECLARATION OF BID SECURITY		
14	ANNEXURE V: PRICE BID		
15	Does not contain any condition or qualification		
16	Should have valid license issued by IRDAI to act as Direct/ Composite Insurance Broker and Should have an experience of 5 years. (Self-Attested copies of Inception Certificate of Registration, Current Certificate Registration)		
17	Copies of Purchase Orders or Policy Copies of Government Departments/ PSUs/ Entities/ Institutions/ Local Authorities etc.		
18	An undertaking duly signed by the PRINCIPAL OFFICER of the Insurance Company/ Intermediary, furnishing “Details of total Premium handled in any one of the previous 5 Financial Years i.e., ,2022-23, 21-22, 20-21 , 19-20 and 2018-19”. Should be supported by Annual/ Periodic reports submitted to IRDAI on BAP Portal. (Premium handled under Direct Insurance Only).		

**Other Documents:** Any other information and documents relevant to this BID needs to be submitted along with the aforementioned documents whatever stipulated in the BID.

## SCHEDULE-3: DATA SHEET

Reference	Description
<b>Objective</b>	The objective to provide premium subventions to the stakeholder (fishing vessel owner for their fishing vessel) only. In alignment with the larger mandate of PMMSY, the primary objectives of insurance premium subvention for fishing vessels are to: a) Providing financial and livelihood security due to foreseen and unforeseen event/s. b) Comply with fishing law, rules, and regulations. c) Guard against any third-party liability.
<b>Period of Online issue of BID documents</b>	Till 14.03.2024
<b>Last date of Receiving Queries / Clarifications</b>	<b>27-03-2024</b>
<b>Pre-BID Meeting, time, and Place</b>	<b>Date: 01-04-2024 at 11:00 AM</b> <b>NFDB</b> <b>Pillar no.235, PVNR Expressway, Post-SVPNPA, Rajendranagar, Telangana 500052</b> <b>Email: <a href="mailto:info.nfdb@nic.in">info.nfdb@nic.in</a></b> <b>Website: <a href="http://www.nfdb.gov.in">www.nfdb.gov.in</a></b>
<b>Authority’s responses reply latest by</b>	05.04.2024
<b>Last date &amp; time for online submission of BID (BDD)</b>	18.04.2024 03.00 PM
<b>Bid Validity</b>	180 days from BID Due Date
<b>Opening of the “BID”</b>	19.04.2024 03.00 PM
<b>Declaration of Shortlisted Applicant</b>	Minimum a week after the opening of Technical Bid (To be informed later)
<b>Contact Person</b>	<b>ED (Tech),</b> <b>Insurance Division, NFDB</b> <b>Pillar no.235, PVNR Expressway, Post-SVPNPA, Rajendranagar, , Telangana 500052</b> <b>Email: <a href="mailto:info.nfdb@nic.in">info.nfdb@nic.in</a></b> <b>Website: <a href="http://www.nfdb.gov.in">www.nfdb.gov.in</a></b>
<b>Declaration of Selected Bidder</b>	Minimum 15 days from date of opening of Financial Bid

## SCHEDULE-4: GUIDANCE NOTE ON CONFLICT OF INTEREST

1. This Note further explains and illustrates the provisions of Clause 2.3 of the BID and shall be read together therewith in dealing with specific cases.
2. Bidders should be deemed to be in a conflict-of-interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Bidders should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a Bidder or between Bidders and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
  - (a) Authority and Bidders:
    - (i) Potential Bidder should not be privy to information from the Authority, which is not available to others.
    - (ii) Potential Bidder should not have defined the project when earlier working for the Authority.
    - (iii) Potential Bidder should not have recently worked for the Authority overseeing the project.
  - (b) Bidders and Concessionaires/Contractors:
    - (i) No Bidder should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments.
    - (ii) No Bidder should be involved in owning or operating entities resulting from the project.
    - (iii) No Bidder should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by Bidders. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the Bidders become aware of them.
5. Disclosure by a Bidder coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if Bidders drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when Bidders advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority, but which will generate further work for the Bidders. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Bidders to extend the length of their assignment.
8. Bidders should not only avoid any conflict of interest; they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage.



## Appendices

### APPENDIX-I: FORM-1

1.	Details of the Organization				
	Organization’s Name, Address and Telephone				
	Name and Telephone No of the Contact Person				
	Field of Expertise				
	No of Years in business in the above Field				
2.	Person who will lead the assignments				
	Name: Designation: Telephone No: Email:				
3.	Organization particulars				
	PAN No. GST No. IRDAI Registration no. Expiry date of current broker license issued by IRDAI				
3.	Details of Organization’s previous experience				
	Name of Work	Name, address, and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
	1.		1.	1.	1.
	2.	1.	2.	2.	2.
3.	2.	3.	3.	3.	
3.	3.	3.			
4.	Details of Organization’s ongoing experience				
	Name of Work	Name of Work	Name of Work	Name of Work	Name of Work
	1.	1.	1.	1.	1.
	2.	2.	2.	2.	2.
3.	3.	3.	3.	3.	
	(Signature and name of the authorized signatory)				

## APPENDIX-I: FORM-2

### Eligible Assignments of the Organization for completed projects

1	Name of the Project:	
2	Description of services performed:	
3	Name of client and Address: (indicate whether public or private)	
4	Name, Email, and telephone no. of client's representative:	
5	Estimated direct premium of the Project (in Rs crore):	
6	Start date of the services (month/ year):	
7	Finish date of the services (month/ year):	
8	Brief description of the Project (With in 100 words):	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.		
(Signature and name of Authorized Signatory)		

## APPENDIX-I: FORM-3

### Eligible Assignments of the Organization for ongoing projects

1	Name of the Project:	
2	Description of services performed:	
3	Name of client and Address: (indicate whether public or private)	
4	Name, Email, and telephone no. of client's representative:	
5	Estimated capital cost of the Project (in Rs crore):	
6	Start date of the services (month/ year):	
7	Finish date of the services (month/ year):	
8	Brief description of the Project (With in 100 words):	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.		
(Signature and name of Authorized Signatory)		

## APPENDIX-II: FORM-1

Covering Letter

(On Applicant’s, letterhead)

To

Chief Executive

NFDB

Pillar no.235, PVNR Expressway, Post-  
SVPNPA, Rajendranagar, Telangana 500052

Email: info.nfdb@nic.in

Website: www.nfdb.gov.in

Dear Sir,

**Subject:** BID for “Insurance Premium subvention for fishing vessels (Marine Hull & machinery) under PMMSY scheme.”

We, the undersigned, offer to provide the services for \_\_\_\_\_<name of assignment>\_\_\_\_\_in accordance with your BID dated \_\_\_\_\_and our BID. We, \_\_\_\_\_ (Authorized signatory’s name) herewith enclose the details stipulated BID for the above.

We agree that this offer shall remain valid for a period of 180 (one hundred eighty) days from the due date or such further period as may be mutually agreed upon.

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.

Yours faithfully,

(Signature, name, and designation of the Authorized signatory)

Name of Organization:

Address:

## APPENDIX-II: FORM-2

(Ref Clause no. 2.12)

(On Company Letterhead)

(Along with supporting documents, if any)

BID Document No. Tend No./ xxxx;

BID Title: SERVICES

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

*Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.*

### Eligibility Declarations

*(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)*

We hereby confirm that we are comply with all the stipulation of clause 2.12 and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

- a) **Legal Entity of Bidder:** \_\_\_\_\_
- b) We solemnly declare that we (including our affiliates or subsidiaries or constituents):
  - a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons.
  - b) (Including our Contractors/ subcontractors for any part of the contract):
    - (i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/ or
    - (ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all its entities, for offences mentioned in BID in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
  - c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the BID.
  - d) We certify that we fulfil any other additional eligibility condition if prescribed in BID.
  - e) We have no conflict of interest, which substantially affects fair competition. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
- c) **Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:** We certify as under:

*"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:*

  - (a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and.*
  - (b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*
- d) **MSME Status:**

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

  - a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others.....

**Bid for “Insurance Premium Subvention for fishing vessels”**

- b) We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of our being MSME registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):
- e) **Penalties for false or misleading declarations:**

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this BID.

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....  
[name & address of Bidder and seal of company]

## **GCC**

### **1.0 GENERAL CONDITIONS OF CONTRACT**

#### **1.1 General Provisions**

##### **1.1 .1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Employer/ Bidding Authority" means NFDB, Hyderabad
  - (b) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
  - (c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in letter of award.
  - (d) "Effective Date" means the date on which this Contract comes into force.
  - (e) "Foreign Currency" means currency in US Dollars or the currency of the home country of Bidder.
  - (f) "GCC" means these General Conditions of Contract.
  - (g) "Government" means the Government of India.
  - (h) "Local Currency" means Indian Rupees.
  - (i) "Member" in case the Bidders consist of a joint venture of more than one entity, means any of these entities, and "Members" means all these entities.
  - (j) "Personnel" means persons hired by the Bidders or by any Sub-Bidder as employees and assigned to the performance of the Services or any part thereof.
- "Party" means the Employer, or the Bidders and Parties means both.
- (k) "Services" means the work to be performed by the Bidders pursuant to this Contract for the purposes of the Project.
  - (l) "Sub-Bidder" means any entity to which the Bidders subcontract any part or the Services in accordance with the provisions of General Condition.
  - (m) "Third Party" means any person or entity other than the Government, the Employer, the Bidders, or a Sub-Bidder.
  - (n) "Approved / approval" means the approval in writing.
  - (o) "SLA" means Service Level Agreement.
  - (p) "MoU" means Memorandum of Understanding.

##### **1.1.2 Relations between the Parties**

Nothing contained herein shall be construed as establishing a relation or master and servant or of agent and principal as between the Employer and the Bidders. The Bidders, subject to this contract, have complete charge of Personnel performing the Services and shall be fully responsible for the services performed by them or on their behalf hereunder.

##### **1.1.3 Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law in India.

##### **1.1.4 Language**

This Contract has been executed in the language English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

### **1.1.5 Headings**

The headings shall not limit, alter, or affect the meaning of this Contract.

### **1.1.6 Notices**

1.1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address given in the BID document for issue of BID document.

1.1.6.2 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery.
- (b) In the case of e-mails, 24 hours following confirmed transmission.

1.1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in General Condition

### **1.1.7 Location**

The Services shall be performed at such locations are specified in BID and, where the location of a particular task is not so specified, at such locations as the Employer may approve.

### **1.1.8 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Bidders may be taken or executed by the authorized representative specified in bid document.

### **1.1.9 Taxes and Duties**

The Bidders and their personnel (domestic Bidder/personnel and foreign Bidder/personnel) shall pay the taxes, custom duties, fees, levies, and other impositions levied under the existing, amended, or enacted laws during life of this Contract and the Employer shall perform such duties regarding the deduction of such tax as may be lawfully imposed.

## **1.2 Commencement, Completion, Modification and Termination of Contract**

### **1.2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date of the Employer's notice to the Bidders instructing the Bidders to begin carrying out the Services. This notice shall constitute agreement between Employer and the Bidder till formal agreement has been signed.

### **1.2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within three months or such other time period as the party may agree in writing after date of the Contract signed by the Parties, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

### **1.2.3 Commencement of Services**

The Bidders shall begin carrying out the Services within 15 days. The completion period of this assignment is as per the timeline mentioned in tender document.

### **1.2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause General Condition 1.2.9 hereof, this Contract shall expire when services have been completed and confirmed by the Employer by issuing completion certificate at the end of six months.

### **1.2.5 Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for,



any statement, representation, promise or agreement not set forth herein.

### **1.2.6 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

Pursuant to Clause General Condition 1.7.2 hereof, however, each Party shall give due consideration to any BID for modification made by the other Party.

### **1.2.7 Force Majeure**

#### **1.2.7.1 Definition**

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, lockdown/ pandemic, civil disorder, earthquake, fire explosion, storm, flood, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's sub-Bidders or agents or employees, nor

(ii) any event which a diligent Party could reasonably have been expected to both (A) consider at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **1.2.7.2 No Breach of Contract**

The failure of a Party to fulfil any of its obligations hereunder shall not be a breach of, or default under, this Contract insofar as such inability arises from any event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care, and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

#### **1.2.7.3 Measures to be taken**

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **1.2.7.4 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action because of Force Majeure.

#### **1.2.7.6 Consultation**

Not later than thirty (30) days after the Bidders, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### **1.2.8 Termination**

#### **1.2.8.1 By the Employer**

The Employer may, by not less than thirty (30) days written notice of termination to the Bidders for the occurrence of any of the events specified hereunder of this Clause General Condition 1.2.9.1, terminate this Contract.

## **Bid for "Insurance Premium Subvention for fishing vessels"**

- (a) If the Bidders fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause General Condition 1.2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing:
- (b) If the Bidders become (or, if the Bidders consist of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) if the Bidders fail to comply with any final decision reached because of arbitration proceedings pursuant to General Condition hereof.
- (d) If the Bidders submit to the Employer a statement which has a material effect on the rights, obligations, or interests of the Employer and which the Bidders know to be false.
- (e) if, because of Force Majeure, the Bidders are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) If the Employer, in its sole discretion and for any reason whatsoever (Employer is not attributable for the said reasons), decides to terminate this contract.
- (g) If the Bidder, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For this clause:

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts to influence a selection process or the execution of a Contract to the detriment of the borrower and includes collusive practice among Bidders (prior to or after submission of BID) designed to establish prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition.

In case the contract is terminated, the balance amount of advance fee/ other relevant transaction/ facsimile if any, paid earlier shall be paid back by the Bidder to Employer within thirty days of the termination letter, failing which the same shall be recovered by encasing the existing Bank Guarantee submitted by Bidder.

If the Contract/Work order is terminated due to the fault of the Selected Bidder or in case of termination of the assignment by the Selected Bidder for reasons not attributable to NFDB, the Client i.e., NFDB will initiate appropriate legal proceedings against the Selected Bidder. The Insurance Company who provided the Professional Indemnity insurance to the servicing Intermediary, if any, will also be made liable to the extent of the damages caused due to the fault of the Insurance Intermediary.

### **1 .2.9.2 By the Bidders**

The Bidders may, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified hereunder of this Clause General Condition 1.2.9.2, terminate this Contract.

- (a) If the Employer fails to pay any money/ similar due to the Bidders pursuant to this Contract and not subject to dispute pursuant to Clause 1.8 hereof within forty-five (45) days after receiving written notice from the Bidders that such payment is overdue.
- (b) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidders may have subsequently approved in writing) following the receipt by the Employer of the Bidders notice specifying such breach.
- (c) If, as the result of Force Majeure, the Bidders are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the Employer fails to comply with any final decision reached because of arbitration pursuant to Clause General Condition 1.8 hereof.

### **1.2.9.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause General Condition 1.2.2 or General Condition 1.2.9

hereof, or upon expiration of this Contract pursuant to Clause General Condition 1.2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except.

- i) Such rights and obligations as may have accrued on the date of termination or expiration.
- ii) The obligation of confidentiality set forth in Clause General Condition 1.3.3 hereof.
- iii) Any right which a Party may have under the Applicable Law.

#### **1.2.9.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses General Condition 1.2.9.1 or General Condition 1.2.9.2 hereof, the Bidders shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidders and equipment and materials furnished by the Employer, the Bidders shall proceed as provided, respectively, by Clause General Condition 1.3.8 or General Condition 1.3.9 hereof.

#### **1.2.9.5 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause General Condition 1.2.9.1 or in Clause 1.2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause General Condition 1.8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **1.3. Obligations of the Bidders**

#### **1.3.1 General**

##### **1.3.1.1 Standard of Performance**

The Bidders shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Bidders shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall always support and safeguard the Employer's legitimate interest in any dealings with sub-Bidders or Third Parties.

##### **1.3.1.2 Law Governing Services**

The Bidders shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-Bidders, as well as the Personnel and agents of the Bidders and any sub-Bidders, comply with the Applicable Law. The Employer shall advise the Bidders in writing of relevant local customs and the Bidders shall, after such notifications respect such customs.

#### **1.3.2 Conflict of Interests**

##### **1.3.2.1 Bidders not to Benefit from Commissions, Discounts etc.**

The remuneration of the Bidders pursuant to Clause General Condition 1.6 hereof shall constitute the Bidders' sole remuneration in connection with this Contract or the Services and, the Bidders shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Bidders shall use their best efforts to ensure that any sub-Bidders, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

##### **1.3.2.2 Procurement Rules of the Employer**

If the Bidder as part of the Services, have the responsibility of advising the Employer on the procurement of goods, works or services, the Bidders shall comply with any applicable procurement guidelines of the Employer, or the agencies funding such procurement and shall always exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Bidders in the exercise of such procurement responsibility shall be for the account of the Employer.

##### **1.3.2.3 Bidders and Affiliates not to engage in certain Activities**

The Bidders agree that, during the term of this Contract and after its termination, the Bidders and any entity

affiliated with the Bidders, as well as any sub-Bidder and any entity affiliated with such sub-Bidder; shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### **1.3.2.4 Prohibition of Conflicting Activities:**

Neither the Bidders nor their sub-Bidders nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities objectionable to Employer.

#### **1.3.3 Confidentially**

The Bidders, their sub-Bidders, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.

#### **1.3.4 Liability of the Bidders**

Limitation of the Bidders' Liability towards the Employer (a) Except in case of gross negligence or willful misconduct on the part of the Bidders or on the part of any person or Organization acting on behalf of the Bidders in carrying out the Services, the Bidders, with respect to damage caused by the Bidders to the Employer's property, shall not be liable to the Employer.

(i) For any indirect or consequential loss or damage; and

(ii) For any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Bidders hereunder, or (B) the proceeds the Bidders may be entitled to receive from any insurance maintained by the Bidders to cover such a liability, whichever of (A) or (B) is higher.

(b) This limitation of liability shall not affect the Bidders' liability, if any, for damage to Third Parties caused by the Bidders or any person or Organization acting on behalf of the Bidders in carrying out the Services.

#### **1.3.5 Bidders' Actions requiring Employer's prior Approval**

The Bidders shall obtain the Employer's prior approval in writing before taking any of the following actions:

(a) Appointing such members of the Personnel as are not listed in tender (“Bidders' sub-Bidders' and Key Personnel”).

(b) any other action objectionable to the Employer.

#### **1.3.6 Reporting Obligations**

The Bidders shall submit to the Employer the reports and documents specified in tender, in the numbers and within the time periods set forth in the said clauses.

1.3.7 Documents Prepared by the Bidders to be the Property of Employer All plans, reports and other documents prepared by the Bidders in performing the Services shall become and remain the property of the Employer, and the Bidders shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Bidders may retain a copy of such documents. The Bidders shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

#### **1.3.8 Materials Furnished by the Employer**

Materials made available to the Bidders by the Employer or purchased by the Bidders with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidders shall make available to the Employer an inventory of such equipment and materials and shall dispose of such materials in accordance with the Employer's instructions. While in possession of such equipment and materials, the Bidders, unless otherwise instructed by the Employer in writing, shall insure them in an amount equal to their full replacement value.

## **1.4. Bidders’ Personnel**

### **1.4.1 General**

The Bidders shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

### **1.4.2 Approval of Personnel**

The Key Personnel listed by title as well as by name are hereby approved by the Employer. In respect of other Key Personnel which the Bidders propose to use in the carrying out of the Services, the Bidders shall submit to the Employer for review and approval a copy of their biographical data. If the Employer does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Employer.

### **1.4.3 Working Hours, Overtime, Leave, etc.**

Working hours and holidays for Key Personnel are set forth as per tender document. No overtime or any other payment aroused from the reference of key personnel deployed by bidder/ service provider will be entertained.

### **1.4.4 Removal and/or Replacement of Personnel**

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidders, it becomes necessary to replace any of the Personnel, the Bidders shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidders shall, at the Employer’s written request specifying the grounds, therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.

## **1.5. Obligations of the Employer**

### **1.5.1 Assistance and Exemptions**

The Employer shall use its best efforts to ensure that the Government shall:

(a) provide the Bidders and Personnel with work permits and such other documents as shall be necessary to enable the Bidders or Personnel to perform the Services.

(b) Issue to officials, agents, and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(c) Assist the Bidders and the Personnel employed by the Bidders for the Services for any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.

(d) Provide to the Bidders and Personnel any such other assistance as may be required time to time.

### **1.5.2 Counterpart Personnel**

(a) If so, provided in tender, counterpart personnel, the Employer shall make available to the Bidders, as and when provided in such, and free of charge, such counterpart personnel to be selected by the Employer, with the Bidder’s advice, as shall be specified in such a tender. Counterpart personnel shall work under the exclusive direction of the Bidders. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the Bidders which is consistent with the position occupied by such member, the Bidders may request the replacement of such member, and the Employer shall not unreasonably refuse to act upon such request.

(b) If counterpart personnel are not provided by the Employer to the Bidders as and when specified in tender, the Employer and the Bidders shall agree on how the affected part of the Services shall be carried out.

## **1.6 Payments to the Bidders**

It is understood that the fee quoted by Bidders cover (A) such salaries and allowances as the Bidders shall have agreed to pay to the Personnel as well as factors for social charges and overhead, and (B) the cost of back

supporting by home office staff not included in the Personnel listed in tender and (C) the Bidders’ fee, (D) bonuses or other means of profit-sharing, if any, and (E) all other expenditure involved in providing the services as per the agreement which are not specifically stated herein above.

## **1.7 Fairness and Good Faith**

### **1.7.1 Good Faith**

The Parties undertake to act in good faith with respect to each other’s right under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **1.7.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 1.8 hereof.

## **1.8. Settlement of Disputes**

### **1.8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

### **1.8.2 Dispute Settlement**

Disputes shall be settled by arbitration in accordance with the following provisions: All disputes in respect of subject contract shall be settled by arbitration in accordance with the Arbitration and conciliation Act, 1996 or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and Project Management Bidder. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding Arbitrator. The language of Arbitration shall be English.

Only questions and disputes as were raised during the execution of the work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating liabilities of the parties after completion of the work.

While invoking arbitration the contractor shall give a list of disputes with amounts in respect of each dispute along with the notice for appointment of Arbitrator.

If the Bidder does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid within 180 days of receiving the intimation from Employer, the claim of Bidder shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and absolved of all liabilities under the contract. It is also a term of this contract that if any fees are payable to the Arbitrator these shall be paid equally by both parties. The arbitration proceeding shall take place in Hyderabad only. However, all disputes are subject to exclusive jurisdiction of courts at Hyderabad, only.

## **1.9. Liquidated damages:**

### **1.9.1 Liquidated Damages for error/ variation:**

In case any error or variation is detected in the reports submitted by the Bidder and such error or variation is the result of negligence or lack of due diligence on the part of the Bidder, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Bidder by way of deemed liquidated damages, subject to a maximum of 50% of the premium paid to be levied.

### **1.9.2 Liquidated Damages for delay:**

In case of delay in completion of Services within 180 days as stipulated in the Bid document from the date of occurrence of any incident which causes claim to be lodged, liquidated damages not exceeding an amount equal to 0.1% (zero point one percent) of the Premium paid per day for the particular case/ participant/ similar, subject to a maximum of 10% (ten percent) of the Premium paid by the said case/ participant/ similar will be levied and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Bidder, suitable extension of time shall be granted without

levying Liquidated Damages (LD).

### **1.9.3 Penalty for deficiency in Services:**

In addition to the Liquidated Damages not amounting to penalty, as specified in Clause- 1.9, warning may be issued to the Bidder for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the project or on the reputation of the Authority, other penal action including debarment for a specified period may also be initiated as per policy of the Authority. The period for the various stages of services as indicated in financial BID.

### **1.10 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 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.

### **1.11 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 “Counter 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 / Bonafede use of the Deliverables and /or the Services provided by selected Bidder/ Proposer under this BID; 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 BID; 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 BID or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the selected Bidder/ Proposer under this BID/subsequent agreement and/or
- d) breach of confidentiality obligations of the selected Bidder/ Proposer contained in this BID 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 BID/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 BID/subsequent agreement.
- i) The provisions of this Clause shall survive the termination of contract/ BID and subsequent Agreement made thereafter.

### **1.12 Award of Contract**

#### **1.12.1 Signing of Contract**

Once successful Bidder/ Applicant is shortlisted, NFDB will enter an SLA/ MoA with the successful Bidder/ Proposer, incorporating necessary details of scope of work, deliverables, timeline, SoPs (Standard Operating Procedure), Turn Around Time (TAT) for various service issues, resource deployment, Insurance premium payable and other clauses as necessary.

#### **1.12.2 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 must sign a detailed Work Order.

### **1.13 Confidentiality:**

The Selected Bidder and their Personnel shall not, either during the term or after the expiration of this Work Order,

**Bid for “Insurance Premium Subvention for fishing vessels”**

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.



## ANNEXURE-I: LEGAL CAPACITY

Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref.

Date:

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**Sub:** BID for “Insurance Premium subvention for fishing vessels (Marine Hull & machinery insurance for fishing vessels) under PMMSY scheme.”

I/We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the BID document.

I/We have agreed that (insert Applicant’s name) will act as the Lead Member of our consortium.

I/We have agreed that (insert individual’s name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our BID. Further, the authorized signatory is vested with requisite powers to furnish such BID and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name, and designation of the authorized signatory)

For and on behalf of.....

\*Please strike out whichever is not applicable

## ANNEXURE-II: POWER OF ATTORNEY

### Format for Power of Attorney

Know all men by these presents, We, ..... (Name of Organization and address of the registered office) do hereby constitute, nominate, appoint, and authorize Mr. / Ms..... son/daughter/wife and presently residing at..... ,

who is presently employed with/ retained by us and holding the position of.....as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds, and things as are necessary or required in connection with or incidental to submission of our BID for and selection as the Technical Bidder for the ..... Project, proposed to be developed by the

..... (the "Authority") including but not limited to signing and submission of all applications, BID and other documents and writings, participating in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our BID and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,..... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... , 20.....

For .....  
(Signature, name, designation, and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

.....  
(Signature, name, designation, and address of the Attorney)

**Notes:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

## ANNEXURE- III: DECLARATION REGARDING SUBMISSION OF QUOTATION

### Declaration regarding Submission of quotation from Insurance Company by bidder

(Refer Clause 2.20.11)

To

**Chief Executive**

**NFDB**

**Pillar no 235, PVNR Expressway, Post-SVPNPA, Rajendranagar, Telangana 500052**

**Email: [info.nfdb@nic.in](mailto:info.nfdb@nic.in)**

**Website: [www.nfdb.gov.in](http://www.nfdb.gov.in)**

**SUB: - BID for “Insurance Premium subvention for fishing vessels (Marine Hull & machinery insurance for fishing vessels) under PMMSY scheme.”**

**Date:**

**BID No.**

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, financial bids to be submitted by bidder should not be a conditional quotation from any Insurance company. I/We understand that, according to your conditions, that a declaration/ consent from the respective Insurance Company (in the letter head) to be provided during technical bid submission along with Annexure III stating their willingness to provide quote for the cited bid and the rate quoted will remain unaltered during contract award phase along with satisfying other stipulation mentioned in the bid document. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three (03) years from the date of notification if I am /We are in a breach of any obligation as stipulated abaft.

**Signature with official seal:** (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

**Name:** (insert complete name of person signing)

Duly authorized to sign the bid for an on behalf of (insert complete name of Applicant) Dated on \_\_\_\_\_ day of \_\_\_\_\_ appropriate).

**[ Annexure III must be submitted along with declaration/ consent from Insurance company as stipulated. Non-compliance of the same can subject to rejection/ disqualification as a non-responsive bid]**

## ANNEXURE-IV: DECLARATION FOR BID SECURITY

### Declaration for Bid Security

(Refer Clause 2.18)

To

**Chief Executive**

**NFDB**

**Pillar no 235, PVNR Expressway, Post-SVPNPA, Rajendranagar, Telangana 500052**

**Email: [info.nfdb@nic.in](mailto:info.nfdb@nic.in)**

**SUB: - BID for “Insurance Premium subvention for fishing vessels (Marine Hull & machinery insurance for fishing vessels) under PMMSY scheme.”**

**Date:**

**BID No.**

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs, or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity fail or refuse to execute the contract, if required, in accordance with the Instructions to Applicants.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Applicant, upon the earlier of (i) the receipt of your notification of the name of the successful Applicant; or (ii) thirty days after the expiration of the validity of my/our Bid.

**Signature with official seal:** (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

**Name:** (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Applicant) Dated on \_\_\_\_\_ day of \_\_\_\_\_ (Insert date of signing) Corporate Seal (where appropriate).

**(Note:** In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid).

## ANNEXURE-V: PRICE BID

- Not to be submitted with the PQB/ Technical Bid Documents. To be submitted as Price/ Financial Bid only.
- Quotations from the respective Insurance Company should be on their Letter Head/s with Stamp & Signature of Authorized Signatory of the Insurance Co.
- Insurance Intermediary’s quote/s 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.
- All permissions/approvals should be obtained from the highest authority while submitting price bid.

S/N	Type of Vessels	Premium rate as percentage (%) of S. I.
1	Deep Sea Fishing Vessel	
2	Motorized Mechanical	
3	Motorized Non-Mechanical Boats in Board Motors (IBMs)	
4	Motorized Non-Mechanical Boats with Out Board Motors (OBMs)	

- a) A common Premium Rate must be quoted to all types of vessels as a % of Sum Insured  
 b) The Insurance Company accepts all the Terms and Conditions and offers the coverage requested in Scope of Services of this BID within the common rate quoted for the entire fleet

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 BID. 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/ Company Seal:

Office: \_\_\_\_\_ Phone No: \_\_\_\_\_ Mail ID: \_\_\_\_\_

**N.B.** Any financial quote in the technical bid is liable for disqualification.