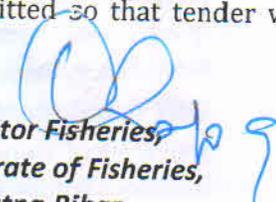


**GOVERNMENT OF BIHAR**  
**Animal & Fish Resources Department**  
**Directorate of Fisheries, Bihar**

**REQUEST FOR PROPOSAL FOR EMPANELMENT OF INSURANCE COMPANIES FOR INSURANCE OF FISH IN PONDS IN BIHAR FOR THE CROPPING SEASON 2020-21**

Directorate of Fisheries invites Request for Proposal (RFP) in two bid system (i.e. containing Technical and Financial duly super scribing with "TECHNICAL BID" & "FINANCIAL BID") from "Insurance companies" or "IRDA approved Intermediary authorized by Insurance Company" for Insurance of Fish in pond all over Bihar. Government/Private Insurance Company registered with IRDA & IRDA approved intermediary authorized by Insurance Company is eligible for participation in RFP. The Insurance coverage will be available for all the fish in Govt. Ponds as well as private ponds located in the 38 Districts of Bihar.

The RFP should be submitted to Directorate of Fisheries, Block 'A', 4<sup>th</sup> Floor, Officers' Hostel, Bailey Road, Patna, Pin: 800001, Bihar in a two separate envelopes containing Technical Bid and Financial Bid), duly marked as "RFP for Empanelment of Insurance Companies for Insurance of Fish in ponds in Bihar". The Pre-bid meeting will be held on **14 September, 2020** at 4:00.PM in the Official Chamber of the Director, Directorate of Fisheries, Animal and Fish Resources Department, Officers Flat, "A" Block Bihar, Patna. The last date of submission of RFP in the office of the Directorate of Fisheries, Bihar is **21 September, 2020** till 03:00 PM. The technical bid will be opened on **21 September, 2020** at 04:00 PM in the office of the Director, Directorate of Fisheries, Animal and Fish Resources Department, Officers Flat, "A" Block Bihar, Patna. The RFP document can be downloaded from Departmental website- [http:// www.ahd.bih.nic.in](http://www.ahd.bih.nic.in). Earlier tender was published vide letter no AHD/831/2020-21 dated 16-07-2020 but only one proposal was submitted so that tender was cancelled.

  
**Director Fisheries,**  
**Directorate of Fisheries,**  
**Patna, Bihar**

**Animal & Fisheries Resources Dept.**  
**E-Mail:-directorfisheries-bih@nic.in**

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## General Conditions of RFP

“Fish in pond insurance Policy” as a component of state sponsored scheme “Fish Crop Insurance Scheme” (F.C.I.S.) is to be implemented in all the 38 districts of Bihar through Fish Farmers Development Agency (FFDA), Bihar, Patna. This component aims towards management of risk and uncertainties by providing protection mechanism to the farmers against any eventual loss to their Fisheries due to death and demonstrate the benefits of insurance of fish stock to the people. For this, sealed RFPs are invited from insurance companies for fixation of premium charges for insurance under following terms and conditions (as per guidelines of the administrative approval of the scheme (Letter No-6 S.S.(6) 15/2018-2831 dt-04-09-2018).

### The Terms and conditions are as follows:-

1. The Insurer shall provide fish insurance coverage to all the ponds in the State of Bihar.
2. The Fisheries Insurance through the Insurer under this agreement shall initially be effective for one year and shall expire on the dates mentioned in the policy. However with the mutual consent the period of agreement can be further enhanced.
3. The Insurance coverage will be available for Govt. Ponds as well as ponds belonging to private persons located in all the 38 Districts of Bihar. However selection of beneficiaries will be made on the basis of recommendations from Fisheries Dept.& in consultation with them.
4. It is also agreed upon that services of District Fisheries Officer-cum-Chief Executive Officer (DFO cum CEO) [(Fish Farmers Development Agency (FFDA))] will be utilized in connection with various activities to be undertaken for successful implementation in claim settlement as empaneled agencies for the entire district / State.
5. Just after payment of “premium-share by owner” the policy will be effective for coverage of risk management and insurance. Premium share by owner will be paid to company agent after selection in presence of Govt. Fish Insurance company will provide a copy of receiving of the premium Amount for insurance to owner.
6. In case the farmer’s copy to the insurance policy paper is lost, then the insurance company would immediately issue duplicate insurance policy paper.
7. Only four documents would be required by the insurance company for settlement of claim of full sum insured namely (i) Information of death of Fishes by the owner to the DFO-cum-CEO and insurance company (ii) Insurance policy paper, (iii) Claim form & (iv) Loss report from concerned DFO-cum-CEO or person authorized by him..
8. Claim intimation should be intimated by the owner to the DFO-cum-CEO of the concerned district as well as the insurance company through phone/mobile/E-mail/SMS with supported photograph as soon as possible accordingly the DFO-cum-CEO will intimate to the insurance company within 48 hours followed by a comprehensive report of loss within a week.
9. The claim shall be settled within 15 days of receipt of aforesaid four documents by the company. If the agency fails to settle the claim within 15 days of submission of required above mentioned documents, the agency will be liable to pay a penalty of 12% compound interest per annum to the beneficiary.
10. The Director Fisheries, Bihar, Patna reserves the right to amend any part of RFP.

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11. The Director Fisheries, Bihar, Patna reserves the right to reject all or any RFP.
12. The insurance company should have office/s in Bihar state. The insurance company may take help of IRDA approved intermediary.
13. The Insurance Company May participate in Bidding process through IRDA approved intermediary. A letter of Authority by Insurance Company in favors of IRDA approved intermediary should be enclosed for this purpose.
14. The Insurance Company/ IRDA approved intermediary should have been in existence for more than 5 years.
15. The Insurance Company / IRDA approved intermediary should have experience of performing similar assignment in any State within India (optional).
16. The insurance company/ IRDA approved intermediary should have dedicated software for generation of MIS and reports. Access to the software should be made available to all the Fisheries officer for this purpose.
17. The Insurance Company/ IRDA approved intermediary will be responsible for collection of Insurance documents from the owner/concerned DFO-cum-CEO and delivery of Insurance policy document to owner and a copy of information to the district fisheries office within stipulated time. DFO-cum-CEO will send monthly Insurance report to Director Fisheries, Bihar, Patna.
18. Director of fisheries will Empanel One or more than One Insurance Agencies for this Assignment at the L1 rates. Normally a single insurance company will be entrusted for insurance work in the state at L1 rates. If lowest rate quoting company does not cover the all area of Bihar then other company with coverage may be allotted the uncovered area on L<sub>1</sub> premium rate. Insurance companies may mutually agree to distribute different area of Bihar for insurance coverage on L<sub>1</sub> premium rate. If more than one company bids the same premium rate then the area will be divided equally in terms of Fisheries Divisions.
19. Technical bid should essentially include-
  - i. Photocopy of certificate of registration with IRDA.
  - ii. Authorization Letter by Insurance Company in favour of IRDA approved intermediary (only For IRDA approved intermediary bidder)
  - iii. Proof of experience of minimum three (3) years in the field of Fish stock insurance (optional).
  - iv. Affidavit regarding non-blacklisting by the Central govt. /any State Govt./any Govt. Undertaking/Semi Govt. institution of India.
  - v. Address of branch office/s in Bihar State.
  - vi. Declaration to accept all the terms and conditions of the RFP.
20. All the enclosure must be attested / self attested by the bidder.
21. The technical bid will be opened before the members of the technical committee on **21 September, 2020** at 4:00 PM in the office of the Director, Directorate of Fisheries, Animal and Fish Resources Department, Officers Flat, "A" Block Bihar, Patna in which the authorized representative of the bidder firm may remain present.
22. The technical committee will recommend opening only those financial bids which fulfill the terms & conditions of the technical bid.
23. Financial bid should be in the format (See Annexure – II)'.  
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24. The annual premium amount will be finalized by the committee on L<sub>1</sub> Premium amount for each component on quotation basis. The decision of committee will be final.

25. Agreement shall be executed in the prescribed format with L<sub>1</sub> insurance company with the Director, Fisheries, Bihar, incorporating all the terms & conditions of the RFP notice on non Judicial Bond Paper of appropriate denomination.
26. The successful bidders will have to execute and agreement within one week.
27. The L1 premium amount quoted shall be applicable for one year from the date of issuing order.
28. RFP paper along with annexure and enclosure should be indexed by bidder. Topic wise page no. should be clearly mentioned in the index.
29. All legal proceeding, if necessity arises shall be subject to the jurisdiction of competent court of justice in Bihar.
30. More information may obtain from the Directorate of Fisheries, Bihar(Telephone No.- 0612-2535800) or the departmental website [www.ahd.bih.nic.in](http://www.ahd.bih.nic.in).
31. The premium also includes all the cost to be incurred for canvassing about benefit of fish insurance & popularizing the scheme throughout the state. The **Fisheries Directorate / Empaneled agencies** undertake to arrange for payment of entire premium including the subsidy amount to be paid by the state govt. before the commencement of the policy.
32. In consideration of the premium payment, the Insurer hereby agrees to provide fisheries insurance coverage in the State of Bihar to the Beneficiaries under Fish in pond Insurance policy, on the terms, conditions and in the manner set out hereby in this Agreement.

The Insurer hereby agrees subject to the terms, conditions & exceptions contained herein or endorsed or otherwise expressed hereon that if the fishes hereinafter described be Totally lost or Dead resulting from Accident or Disease or because of the operation of specified other perils ( Riot, Strike, Malicious Act by third parties, poisoning, earthquake, explosion, damage by aircraft& aerial devices, Impact by any road vehicle, Pollution & Summer kill due to rise in temperature to 40<sup>0</sup>c (drought) & above, storm, Tempest ,Flood & cyclone& similar natural calamities) as specified in the schedule of policy during the period of insurance stated herein or any subsequent period in respect of which the insured shall have paid the insurer & the insurer have accepted the premium required for renewal thereof, the insurer will pay to the insured 80% of the value of fishes as on the date of loss as per valuation mentioned\* herein.

Table: A  
**Annexure - A**

Age	Survival Rate	Stocking Period	Value of Fish(Rs.)	Insured amount Per Acre(Rs.)	Insured Amount Per Hect(Rs.).
2nd Day to 30 Day	0.2	1st month	25/100	100000	2,50,000
31st to 60 Day	0.5	2nd	100/100	2,00,000	5,00,000
61 to 90 Day	0.7	3rd	200/100	2,80,000	7,00,000

\*Valuation table for Fry to Fingerlings.

Stocking = spawn@ 50 lakh /ha. Survival=10 Lakh Early Fry

Stocking=Early Fry to Early Fingerling Fry@ 10 Lak/ha. Survival 5 Lakh Early fingerling.

Stocking=Early Fingerling@5 lakh /ha. Survival=3.5 Lakh Advance Fingerling.

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Table : B Valuation Table for Fingerling to Fish

Stages of culture stock pond	Progressive weight(gram) per fish	Input cost per Kg. (In Rs.)	Stocking per Acre (kg.)	Total Wt. In kg.on 80% survival(per acre)	Value of fish per Acre ( in Rs.)	Value of fish in per Hect. (in Rs.)
1 <sup>st</sup> Fort Night	100	40	2000	160+67=227	9080	22700
2 <sup>nd</sup> Fort Night	227	40	1600	294	11760	29400
3 <sup>rd</sup> Fort Night	294	45	1600	361	16245	40612
4 <sup>th</sup> Fort Night	361	45	1600	428	19260	48150
5 <sup>th</sup> Fort Night	428	50	1600	495	24750	61875
6 <sup>th</sup> Fort Night	495	50	1600	562	28100	70250
7 <sup>th</sup> Fort Night	562	55	1600	629	34595	86487
8 <sup>th</sup> Fort Night	629	55	1600	696	38280	95700
9 <sup>th</sup> Fort Night	696	60	1600	763	45780	114450
10 <sup>th</sup> Fort Night	763	60	1600	830	49800	124500
11th Fort Night	830	60	1600	897	53820	134550
12th Fort Night	897	65	1600	964	62660	156650
13th Fort Night	964	65	1600	1030	66950	167375
14th Fort Night	1030	75	1600	1098	82350	205875
15th Fort Night	1098	75	1600	1165	87375	218437
16th Fort Night	1165	75	1600	1232	92400	231000
17th Fort Night	1232	80	1600	1299	103920	259800
18th Fort Night	1299	80	1600	1366	109280	273200

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Table: C Valuation Table for Brooders

SI	Period	Fish stock (kg.)	Value	Value per Acre.(Rs.)	Value per Ha.(Rs.)
1	1st Year Stock	3000/ ha.	150/ kg	1,80,000	4,50,000
2	2nd Year Stock	3000/ ha.	175/kg	2,10,000	5,25,000
3	3rd Year Stock	3000/ ha.	200/kg	2,40,000	6,00,000
4	4th Year Stock	3000/ ha.	250/kg	2,80,000	7,50,000

33. **Limits of Liability:** In case of total loss of the fish n pond, the Insurer will pay 80% of sum Insured or the proven cost of production which ever is less. A loss due to any perils covered under the policy would be treated as Total Loss in case the loss at any one particular stage equals 80% of the total population of fish in Pond. No claim would be admissible under the policy if the loss percentage in a pond due to any of the covered peril is below 80% i.e partial loss of any kind is not covered.

34. **Exclusions under the policy:**

The Insurer shall not be liable in respect of loss arising from or through.:

- a) Malicious or willful injury, poisoning, negligence, error or omission by the insured or family members or employees(**of the insured.**)
- b) Any loss or damage due to improper management (**due to violation of set & standard practices in Fish culture**) and rough handling of the fry/fingerlings/fishes.
- c) Partial loss of any kind.
- d) Any loss due to infidelity of any person, burglary, poaching or theft.
- e) Under growth, Natural mortality.
- f) Any loss due to predators, competitors, weed fishes and dangerous insects and unwanted agents like phytoplankton, molluscan weeds.
- g) Any loss or damage due to chemical status of the soil, physical and chemical status of the water, pH factor of water & lower water level.
- h) Asphyxia
- i) Clandestine sale or missing of fishes.
- j) Any loss due to war, invasion, act of foreign enemy, hostilities(whether war be declared or not) civil war, rebellion revolution, insurrection, mutiny or usurped power or any consequences thereof or attempt there at.

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k) Accidental loss destruction, damage or legal liability directly or indirectly caused by or contributed to by arising from nuclear weapon material.

l) Transit by any means.

m) Govt. Slaughter.

n) Death of fish due to disease within 15 days from the inception of the policy.

o) Loss due to sampling of fish which is carried out for the purpose of better growth of fingerlings.

p) Any consequential loss arising in any way whatsoever.

q) Any loss or damage while cleaning of ponds or changing of water.

r) Any loss or damage caused by fluctuations of temperatures (**Not clear when it is covered in scope of cover**), undergrowth, worm infestation, such as monogonotic, trematodes diagnostic trematodes, cestode parasites, nematode parasites, fish leaches etc.

**35. Special exclusion for Bunds if Bunds are covered in the Policy;**

(a) Natural erosion and consolidation of bunds.

(b) Due to normal wave action of the pond.

**36. Important policy conditions:**

1. **Notice:** Every notice and communication to the company required by this policy shall be in writing to the office of the company through which this insurance is effected.

2. **Mis-description:** This policy shall be void and all premium paid hereon shall be forfeited to the company in the event of mis-representation, mis-description or non disclosure of any material particulars.

38. **Change of Risk:** Before each renewable of the insurance, the insured shall give written notice to the company on epidemics, disease, parasitical attacks, injury illness or physical defect with which the fishes had been or are affected.

39. **Reasonable Care:** The insured shall at all times exercise all reasonable care and diligence in the selection of the employees and shall exercise every precaution and in every manner provide the same care and attention as if no insurance had been effected. The insured shall not introduce or permit to be introduced any diseased or infected fish in the insured stock. The insured shall also cause dead/infected fish to be completely separated from the remaining stock, immediately upon the discovery of the attack and shall take all necessary and proper precautions to protect the healthy stock from any chance of infection.

40. **Inspection:** The insured shall permit the authorized representative of the company at all times to inspect the project insured and all the record books and also furnish any information

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which the company may require and shall comply with all reasonable regulations and directions from time to time made and given by the company.

#### 41. **Project Maintenance:**

The following should be ensured:

- a. The project shall have efficient attention and / or extension services.
- b. Effective liming, manuring, deweeding, desilting earth excavations and earth improvement at appropriate time and maintenance of record to that effect.
- c. Regular water analysis.
- d. Follow up of proper work schedule
- e. Proper and safe stocking.
- f. Immediate steps to eradicate disease, epidemics and parasitical attacks and prompt removal of dead fishes.
- g. Screening and shutting the escape routes of fishes such as gaps in embankments.
- h. Proper records for stocking **Regular** stock position, feeding, disease occurrence and preventive measures taken, inputs and expenditures.
- i. The soil and water of the project areas must be proper and should ensure expected productivity.
- j. Purchase of fish seeds from registered suppliers.
- k. The water level should be maintained properly.
- l. watchman should be present near the ponds/tanks or suitable measures should be taken to protect pond from the outsiders.
- m. Transfer of interest not allowed.
- n. Dead fishes should be removed immediately.

42. **Maintenance of records:** The insured shall maintain records on **fortnightly** and **monthly** basis relating to different stages of fishes stocked/cultured in various tanks/ ponds along with details of daily feed consumption, purchase of feed / seeds, chemicals, medicine etc. for each crop period.

#### **Fortnights:**

Calendar month will be treated as two fortnights irrespective of the number of days in the month, If the month consists of 31 days 2<sup>nd</sup> fortnight will have 16 days.

43. **Total Loss:** A loss due to any perils covered under the policy would be treated as total loss in case the loss at any one particular stage in one incident equals or exceeds 80% of the total population of fish in pond. No claim would be admissible under the policy if the loss% in a pond due to any of the covered peril is below 80%. Collective Loss of different incidents will not be treated as Total Loss for the purpose of claim under the policy.

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44. **Claim Procedure:** The insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under this policy give immediate notice & preferably within 24 hours to the company and shall within 14 days thereafter furnish following document to the company:
- a) Fully completed claim form,
  - b) Death certificate with details certified by an official of State Govt. Fisheries Department or from the Central Inland Fisheries Research Institute certifying the cause of death & details of loss.
  - c) Metrological report (If claim is due to flood or cyclone) or Summer kill and other reports as required by the company.
  - d) Revenue Authorities Certificates in Flood & Other Allied Risk.
  - e) Death Certificate & Lab certificate (**issued by Directorate**) in case of Diseases.
  - f) Receipts & Bills of expenditures or (**details of expenses certified by Directorate.**)
  - g) Book of Accounts & Records.

If the death of fish hereby insured shall be due to the negligence or wrongful act of any person, the insured should lodge a claim forthwith with the said person claiming the full value of the fish so lost and simultaneously inform the company also of such action. No offer other than the full compensation shall be accepted from such person without written consent of the company. The insured shall at once give to the company all necessary information's and assistance to enable the company to secure compensation and it shall be absolutely the right of the company to sue in the name of the insured and recover compensation from the person causing the death and monies or other compensation which shall be recovered shall belong to the company. The company will indemnify the insured against all costs and expenses so incurred with its written consent.

45. **Cessation of Risk:** The insured shall declare the probable dates of harvest to the company well in advance. This policy shall cease to cover fishes immediately **after** the insured harvests/ sells them or parts with any interest on them whatsoever whether temporarily or permanently.
46. **Fraud:** If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on the insured's behalf to obtain any benefit under this policy, **all benefits under this** policy shall be forfeited.
47. **Cancellation:** The company may at any time cancel this policy by sending seven days notice by Registered post to the insured, at his last known address and in such event will return to the insured a pro-rata portion of the last premium corresponding to the unexpired period of insurance. The policy also may be cancelled at any time by the insured by giving seven days

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notice(Provided no claim has arisen during the then current period of insurance) and the insured shall be entitled to a return of Premium less the company short period rate of Premium for the period policy has been in force.

- 48. Contribution:** If at the time of loss covered by this policy, there shall be any other insurance covering the same fishes whether effected by the insured or not, then the company shall not be liable for more than the ratable proportion thereof.
- 49. Arbitration:** If any difference shall arise as to the quantum to be paid under this Policy (Liability being otherwise admitted) such differences shall independently of all other questions be referred to the decision of an arbitration to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrator of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by other party in accordance with the provision of the Indian Arbitration Act, 1940 as amended from time to time and for the time being in force.
- 50. Period of Insurance:** Policy period is strictly for 18 fortnights from releasing of fingerling in pond i.e. if insurance is offered at 629 gms (8<sup>th</sup> fortnight) policy period will automatically be for 10 fortnights only.

**51.1 DELIVERY OF SERVICES BY EMPANELED AGENCY:** The Insurer agrees that services of Empanelled Agencies will be utilized for the purpose of collection of data in respect of ponds & Fisherman for the entire state. Their services will also be utilized in respect of collection of premium & to facilitate the process of claim settlement. Benefits of the scheme will also be explained to all the beneficiaries by them & Insurer will arrange all the necessary infrastructure & support to Empanelled Agencies in the matter.

51.2 The functions of the Empanelled Agencies will be to :

- a. Organizing a briefing session in respect of benefit of the fisheries insurance in all the District Head Quarters.
- b. Providing advice to beneficiary households wishing to avail of Benefits covered under the scheme and facilitate their access to such services.
- c. Providing publicity in their catchment areas on basic performance indicators of the scheme.
- d. Making available the statistics in respect of ponds & fishermen in soft as well as hard copy.
- e. Arranging for the contributory premium amount to be paid by Fishermen/ Co-operative societies in different Districts in respect of their ponds.
- f. Liaisoning with the State Govt. for timely deposit of subsidy premium to be paid by the State Govt.

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## **52. SCHEME ADMINISTRATION:**

- A. The Insurer shall designate within 15 days from the date of this Agreement a nodal office for better coordination with the Fisheries Department & Empanelled Agencies at State Capital & also at District Head Quarters.
- B. All the required information on the scheme in local language and English with functionality for claims settlement and account information will be available at Empanelled offices as well.
- C. The Insurer shall be responsible for the handling of Beneficiaries' grievances, with the assistance of Empaneled Agencies in case of Beneficiary complaints. The Insurer shall provide the Beneficiaries / provider with details of the follow-up action taken as regards the grievance in the form of an action taken report within 15 days of lodging of grievance. The Insurer shall also record the information in pre-agreed format of any complaint / grievance received by oral, written or any other form of communication.
- D. Claims settlement services will be provided at the designated Empanelled office in the state capital.
- E. Management information system reports whereby the Insurer will provide information regarding Policy Issuance, claims data, customer grievances and such other information regarding the delivery of Benefits as required by the Fisheries Directorate. The reports will be submitted by the Insurer to the Fisheries Directorate on a regular basis as agreed.

## **53. INSURER REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES**

- A. **Power, capacity and Authority-** It has full power, capacity and authority to execute ,deliver and perform this Agreement and it has taken all necessary action ( corporate , statutory or otherwise), to execute, deliver, perform and authorize the execution, delivery and performance of this Agreement and that it is fully empowered to enter into and execute this Agreement, as well as perform all its obligations hereunder.
- B. **Compliance with Memorandum and Articles-** Neither the making of this Agreement, nor compliance with its terms will be in conflict with or result in the breach of or constitute a default or require any consent under:
  - a) Any provision of any agreement or other instrument to which such party is a party or by which it is bound;
  - b) Any judgments, injunction, order, decree or award which is binding upon such part: and /or
  - c) Such party's the Memorandum and / or Articles of Association.

#### **54. TERM & TERMINATION**

54.1 This Agreement shall take effect on the date of Signature hereof by both parties, and shall remain in force for an initial period of 1 year subject to a right to either party to terminate the Agreements as per cancellation clause of the fish in pond insurance policy after giving due notice to each other.

#### **55. FORCE MAJEURE**

55.1 Neither Party shall be in breach of any of its obligations under this Agreement to the extent that its performance is prevented, physically hindered or delayed by an act, event or circumstance ( Whether of the kind described herein or otherwise),which is not reasonably within the control of such party("Force Majeure Event").

55.2 In the event that any Force Majeure Event continues for a period of 4 (four)weeks without interruption, the party affected by such Force Majeure Event shall be entitled to terminate this Agreement by giving notice to the other party, pursuant to, and in accordance with the provisions of clause provided it gives the other party at least 60 days prior written notice.

#### **56. ASSIGNMENT**

56.1 Neither party shall be entitled to assign its rights and / or obligations under this Agreement.

56.2 Subject to the foregoing, this Agreement shall be fully binding upon,inure to the benefit of and be enforceable by the parties hereto and the respective successors and permitted assigns.

**57. ENTIRE AGREEMENT**-This Agreement entered into between the Government and the Insurer represents the entire agreement between the parties.

**58. RELATIONSHIP**- The parties to this Agreement are independent entities. Neither Party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement or memorandum of understanding for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, collaboration or partnership between the parties or to impose any liability attributable to such relationship upon either party.

**59. VARIATION**- No variation of this Agreement shall be binding on either party unless, and to the extent that such variation is recorded in a written document executed by both parties, but where any such document exists and is so signed neither party shall allege that such document is not binding by virtue of an absence of consideration.

**60. NOTICES**- Any notice given under or in connection with this Agreement shall be in writing and in the English language. Notices may be given, by being delivered to the address of the addressees as set out below(in which case the notice shall be deemed to be served at the time

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of delivery) by courier services or by fax (in which case the original shall be sent by courier services).

Name of the Insurer:

Name of the Insured:

**GOVERNMENT OF BIHAR**

**Department of Animal and Fish Resources**

Bailey Road, Patna, Bihar 800001, Bihar (India)

Tel.:+91 612-,2535800 Fax:+91 612- 2535899

Website: -<http://ahd.bih.nic.in/>

E-Mail:-[directorfisheries-bih@nic.in](mailto:directorfisheries-bih@nic.in)

- 61. GOVERNING LAW**- The validity, performance, construction and effect of this agreement shall be governed by the laws of the Republic of India. Any resolution of any disputes arising from or in connection with this Agreement, including a breach thereof, shall also be governed by the laws of the Republic of India.
- 62. DISPUTE RESOLUTION**- If any disputes arises between the parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the parties shall refer such dispute to their respective Regional Heads for resolution. In the event that the Regional Heads are unable to resolve the dispute within 60 days of it being referred to them, then either party may refer the dispute for resolution to the arbitrator as per Arbitration clause of the policy.

**Annexure-I**

**Technical Bid information Format**

Sl.No.	Particulars	Page no.	
1	Photocopy of certificate of registration with IRDA. (Must be 5 year old)		
2	Authorization Letter by Insurance Company in favour of IRDA approved intermediary (only For IRDA approved intermediary bidder)		
3	Proof of experience of minimum three (3) years in the field of Fish stock insurance (optional).		
4	Photocopy of GST registration certificate.		
5	Affidavit regarding non-blacklisting by the Central govt. /any State Govt./any Govt. Undertaking/Semi Govt. institution of India.		
6	Address of branch office/s in Bihar State.		
7	Declaration to accept all the terms and conditions of the RFP.		

Sign & Seal of authorized person

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Annexure-II

Format of Financial Bid

Sl. No.	Description of item	Annual premium Amount (INSURANCE COMPANY WILL BE EMPANELED WITH LIRATES)	Remarks
1.	Insurance Policy of <b>Pond fish production (production)</b> for nine months.		Unit cost for 1 hectare is Rs. 2.76 lakh
2.	Insurance Policy of <b>NurseryPond (Spawn to Fry &amp; Fry to Fingerling production)</b> for ninety days.		Unit cost for 1 hectare is Rs. 7.0 lakh
3.	Insurance Policy of <b>4 years old brooder fish pond management)</b> for 90 days.		Unit cost for 1 hectare is Rs. 7.50 lakh

\*Inclusive of GST and all other Government Taxes.

Sign & Seal of authorized person

*Handwritten signature*

## AGREEMENT DRAFT

THIS 'AGREEMENT' is made at Patna on the \_\_\_ day of \_\_\_\_\_ 20...

### BETWEEN

The Director Fisheries, Bihar, Patna, Animal and Fish Resources Department, Govt. of Bihar, Patna, as FIRST PARTY.

### AND

..... having its registered office at ..... registered under the ..... having its Bihar State Head Office at ..... and country head office ..... represented by ..... (hereinafter referred to as .....) as SECOND PARTY whose expressions shall mean and include, unless excluded by or repugnant to the context or meaning hereof to mean and include its successors heirs and assigns.

WHEREAS, BLDA invited RFP vide ..... (Annexure-I) from Different Government or Private Insurance companies working in Bihar for fixation of premium for one year "Fish in pond insurance policy" coverage of Fisheries of Bihar.

AND WHEREAS, in pursuance to the RFP, ..... submitted its bid after accepting Terms & conditions of RFP for providing the aforesaid services.

AND WHEREAS, the Govt. of Bihar has selected ..... as a successful bidder as per financial committee decision dated- ..... Memo No.- ..... dated- ..... and ..... has agreed to accept all RFP terms & conditions.

AND WHEREAS, ..... has agreed to carry out the Livestock insurance at L<sub>1</sub> rate (decided by financial committee).

AND WHEREAS, Directorate of Fisheries has approved the financial committee decision dated ..... memo no. .... dt. .... and accorded approval for providing the services as mentioned, on the terms and conditions as set out therein.

### NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

- A. **Project Period :-** For 1 year from the date of issue of work Order.
- B. **Extension in Time for completion of Work:-**  
Extension in time for completion of work with or without liquidity damages up to 1/3 of originally stipulated period may be approved by the Director Fisheries and Variation beyond the originally stipulated period require the approval of the Secretary, Animal and Fisheries Resource Department.
- C. In case of dispute, the decision of the Secretary, Animal & Fisheries Resources Department, Bihar will be biding to all.
- D. All legal proceeding, if necessary arises shall be subject to the jurisdiction of competent court of justice in Bihar

SIGNED, SEALED AND DELIVERED BY

.....  
(Second party) (First Party)

DIRECTOR, FISHERIES  
Patna Bihar

Witness

1. Signature:-  
Name:-  
Address:-

2. Signature:-  
Name:-  
Address:-

1. Signature:-  
Name:-  
Address:-

Name:-  
Address:-

Mero