# Tender document for

# Claim Processing Agency (CPA)

# 2026

| Particular | Date | Time |
|---|---|---|
| Date and Time of Pre-Bid Meeting | 01.12.2025 | At 11:30 A.M. |
| Last date and time of online submission of bid | 08.12.2025 | up to 02:00 P.M. |
| Last date and time of physical submission of bid security, bid fee and processing fee | 08.12.2025 | up to 03:00 P.M. |
| Last date and time of opening of technical bid | 08.12.2025 | At 04:00 P.M. |

## Index


| SR.NO. | TOPIC NAME | PAGE NO. |
|---|---|---|
| 1 | NOTICE INVITING E-BID | 5 |
| 2 | INVITATION FOR E-BID | 6-8 |
| 3 | TENDER FORM | 9 |
| 4 | DOCUMENTS FOR TECHNICAL BID AND BIDDERS ELIGILIBITY CRITERIA | 10-11 |
| 5 | DOCUMENTS FOR THE FINANCIAL BID | 12 |
| 6 | PROJECT DELIVERABLES & TIMELINES | 12 |
| 7 | CHAPTER -1 | 13 |
| | BRIEF HISTORY OF SI&PF DEPARTMENT | 13 |
| | ABOUT MUKHYAMANTRI MANGLA PASHU BIMA YOJNA | 13 |
| | IMPLEMENTATION OF THE SCHEME | 13 |
| | OBJECTIVE OF THE SCHEME | 13 |
| | BRIEF SCOPE OF WORK | 14 |
| | DIVIDING WORK AMONG MORE THAN ONE BIDDER | 14 |
| | EXTENSION CLAUSE | 14 |
| | RIGHT TO VARY QUANTITY | 14 |
| 8 | CHAPTER -2 | 15 |
| | INSTRUCTIONS TO THE BIDDERS | 15 |
| | INFORMATION FROM THE BIDDER | 16 |
| | SUB-LETTING OF THE CONTRACT | 16 |
| | CODE OF INTEGRITY FOR BIDDERS | 16 |
| | THE CODE OF INTEGRITY INCLUDES PROVISIONS FOR | 16-17 |
| 9 | CHAPTER-3 BID DOCUMENT | 18 |
| | COST & LANGUAGE OF BID | 18 |
| | DEADLINE FOR THE SUBMISSION OF BIDS | 18 |
| | CHANGES IN THE BID DOCUMENT | 18 |
| | OPENING OF BIDS | 19 |
| | WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS | 19 |
| | SELECTION METHOD | 19 |
| | FORMAT AND SIGNING OF TECHNICAL AND FINANCIAL BIDS | 19-20 |
| | CLARIFICATION OF BIDS | 20 |
| | DETERMINATION OF RESPONSIVENESS | 20 |
| 10 | CHAPTER - 4 | 21 |
| | SCOPE OF WORK OF CPA | 21 |
| | CLAIM PROCEDURE | 21 |
| | THE CPA WILL DO THE FOLLOWING WORK | 21 |
| | PAYMENT OF INSURANCE IN THE EVENT OF DEATH OF THE BENEFICIARY | 21 |
| | REPUDIATION OF CLAIMS | 22 |
| | DECISION ON THE CLAIM PAYMENT | 22 |
| | THE CPA SHALL UNDERTAKE THE FOLLOWING ACTIVITIES | 22 |
| | CLAIMS PROCESSING AND PAYMENT | 22 |
| | SCRUTINY OF CLAIM DOCUMENTS AND SETTLING OF CLAIMS | 22-23 |
| | DEFICIENCIES IN THE REQUIRED DATA | 23 |
| | RIGHT TO SCRUTINY | 23 |
| | MMPBY COVERAGE FOR BENEFICIARY FAMILY | 23 |
| | TYPE OF DEATH COVERED UNDER MMPBY | 23 |
| | WAITING CLAUSE | 23 |
| 11 | CHAPTER-5 PAYMENT TERMS , SCHEDULE AND PENALTIES | 24 |
| | PAYMENT TERMS & SCHEDULE | 24 |

| | | |
|---|---|---|
| | FORFEITURE OF SECURITY DEPOSIT | 24 |
| | PENALTY TERMS& CONDITIONS | 25 |
| 12 | CHAPTER-6 BID SECURITY / PERFORMANCE SECURITY | 26 |
| | BID SECURITY / PERFORMANCE SECURITY | 26-27 |
| 13 | CHAPTER-7 EVALUATION AND TABULATION OF BIDS | 28 |
| | EVALUATIONS OF TECHNICAL BIDS | 28 |
| | TABULATION OF TECHNICAL BIDS | 28 |
| | FIRMS QUALIFYING IN TECHNICAL BID | 28 |
| | EVALUATION & TABULATION OF FINANCIAL BIDS | 28 |
| | CONDITIONAL BIDS ARE LIABLE TO BE REJECTED | 28 |
| | LACK OF COMPETITION | 29 |
| | ACCEPTANCE OF THE SUCCESSFUL BID AND AWARD OF CONTRACT | 29-30 |
| | PROCURING ENTITY'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS | 30 |
| | RIGHT TO VARY QUANTITY | 30 |
| | PERFORMANCE SECURITY | 30-31 |
| | PERFORMANCE SECURITY SHALL BE FURNISHED IN ANY ONE OF THE FOLLOWING FORMS | 31 |
| | FORFEITURE OF SECURITY DEPOSIT | 31 |
| | EXECUTION OF AGREEMENT | 31 |
| | CONFIDENTIALITY | 31-32 |
| | OFFENSES BY FIRMS/COMPANIES | 32 |
| | DEBARMENT FROM BIDDING | 32-33 |
| | TERMINATION FOR DEFAULT | 33 |
| | TERMINATION FOR INSOLVENCY | 33 |
| | TERMINATION FOR CONVENIENCE | 33 |
| 14 | CHAPTER-8 EXIT MECHANISM | 34 |
| | EXIT MANAGEMENT | 34 |
| | TRAINING, HAND-HOLDING, AND KNOWLEDGE TRANSFER | 34 |
| | COOPERATION AND PROVISION OF INFORMATION DURING THE EXIT MANAGEMENT PERIOD | 35 |
| | CONFIDENTIAL INFORMATION, SECURITY AND DATA | 35 |
| | TRANSFER OF CERTAIN AGREEMENTS | 35 |
| | RIGHT OF ACCESS TO PREMISES | 35 |
| | GENERAL OBLIGATIONS OF THE SELECTED BIDDER | 35 |
| 15 | CHAPTER-9 APPEALS AND DISPUTE RESOLUTION | 36 |
| | DISPUTE RESOULUTION | 36 |
| 16 | AGREEMENT | 37 |
| | DRAFT AGREEMENT | 37-38 |
| 17 | ANNEXURES | 39 |
| | CODE OF INTEGRITY AND NO CONFLICT OF INTEREST ANNEXURE-A | 39 |
| | DECLARATION BY THE BIDDER ANNEXURE-B | 40-41 |
| | GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS ANNEXURE-C | 42-44 |
| | ADDITIONAL CONDITIONS OF CONTRACT ANNEXURE-D | 45 |
| | TENDER FORM ANNEXURE-1 | 46-47 |
| | BIDDER'S AUTHORIZATION CERTIFICATE ANNEXURE-2 | 48 |
| | FINANCIAL BID COVER LETTER & FORMAT ANNEXURE-3 | 49 |
| | BANK GUARANTEE FORMAT –BID SECURITY ANNEXURE-4 | 50-51 |
| | BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG) ANNEXURE-5 | 52-54 |
| | CHECK LIST FOR TECHNICAL BID ANNEXURE-6 | 55-56 |
| | DECLARATION BY THE BIDDER REGARDING QUALIFICATION ANNEXURE 7 | 57 |
| | DECLARATION ANNEXURE-8 | 58 |

| | | | |
|---|---|---|---|
| | INDICATIVE FINANCIAL BID FORMAT | ANNEXURE-9 | 59 |
| | ABBREVIATIONS & DEFINITIONS USED MMPBY (GOVT. ORDER DATED ............................) | | 60-61 |

Rajasthan Government
State Insurance And Provident Fund Department
(General Insurance Fund)
IInd Floor, D-Block, Vitta Bhawan, Jyoti Nagar,
Jaipur

Reference no. GIF/MMPBY/CPA/2025-26/5197 Dated. 25.11.2025

## Notice Inviting E-Bid

Bid Invitation for Rate Contract Through National Open Competitive Bidding for hiring Claim processing Agency under Mukhyamantri Mangla Pashu Bima yojna In Rajasthan through Single Stage-Two envelope open competitive e-Bid as follows : -

| | |
|---|---|
| Name of Work | Hiring Claim processing Agency under Mukhyamantri Mangla Pashu Bima yojna In Rajasthan |
| Estimated Cost | INR 31 lacs (Thirty one lacs only, inclusive of taxes) |
| Earnest Money Deposit (EMD) | • Rs. 62,000/- (2%) of the estimated cost of procurement.<br>• Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security.<br>• Appropriate exemptions will be been given to selected bidders as mentioned in Rule 42 of RTPP, Rules 2013. |
| Cost Of Bid Document | INR 1,000/- (One Thousand Rupees only.)<br>The Banker's Cheque/ Demand Draft for Bidding document fee shouldbe drawn in favour of "Additional Director, SI&PF (GIS)" payable at "Jaipur" from any Scheduled Commercial Bank<br>or payable through E-Gras in budget Head- 0075-00-800-52-01 |
| RISL Processing Fee. | INR 500/- payable online through e- Gras + applicable taxes. (non-Refundable)<br>in Budget Head - 8658-00-102-16-01 |
| NOTE:- As per the finance department order dated 27.04.2025 all the mentioned above fee: Earnest money deposit (EMD), Cost of Bid Document & RISL Processing Fee can be deposited to bidder online. | |
| Date of Publishing Notice Inviting Bid (NIB) on official Website & E-Procurement portal Rajasthan. | Date: 26-11-25 |
| Date From Which Bidding Document Can Be Downloaded From Official Website & E-Procurement portal Rajasthan. | Date: same as above |
| Date, Time and Place for offline Pre-Bid Meeting. | Date 01-12-25 Time 11:30 A.M/PM<br>**Place :**<br>**Additional Director,**<br>**State Insurance & Provident Fund Deptt.**<br>**(General Insurance Fund)**<br>**2nd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur.** |
| Last Date and Time Submission of Bids on E- | Date 08-12-25 Time 02:00 PM |
| Date of opening of Bids (Technical) | Date 08-12-25 Time 04:00 PM |
| Date of opening of Financial Bid | After Valuation of technical bid, bidder will be informed separately and also on portal. |

## Invitation For E-Bid & Notice Inviting Bid

Reference no. GIF/MMPBY/CPA/2025-26/5197 Dated 25|11|25

| | |
|---|---|
| Project Title | Hiring Claim processing Agency under Mukhyamantri Mangla Pashu Bima yojna In Rajasthan |
| Name & Address of the Procuring Entity | Office Address: **Additional Director, State Insurance & Provident Fund Deptt. (General Insurance Fund) 2nd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur. Phone: 0141-2740219**<br>E-mail: add.gis.sipf@rajasthan.gov.in |
| Name & Address of the Head of office (General Insurance) | Office Address: **Additional Director, State Insurance & Provident Fund Deptt. (General Insurance Fund) room number 201, 2nd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur. Phone: 0141-2740219**<br>E-mail: add.gis.sipf@rajasthan.gov.in |
| Subject Matter of Procurement | Appointment of Claim Processing Agency (CPA) for one year (extendable on satisfactory services) from the date of issue of work order as per the provisions of RTPP Act 2012, Rules 2013. |
| Bid Procedure | Single Stage-Two envelope open competitive e-Bid procedure through http://eproc.rajasthan.gov.in https://sppp.rajasthan.gov.in |
| Bid Evaluation Criteria (Selection Method) | Lowest bidder (L-1) Method. |
| Websites for downloading<br><br>Bidding Document, Corrigendum's, Addendums etc. | https://sppp.rajasthan.gov.in<br>http://eproc.rajasthan.gov.in<br>www.sipf@rajasthan.gov.in |
| Bidding Document fee | INR 1,000/- (One Thousand Rupees only.)<br>The Banker's Cheque/ Demand Draft for Bidding document fee tobe drawn in favour of "Additional Director, SI&PF (GIS)" payable at "Jaipur" from any Scheduled Commercial Bank<br><br>or payable through E-Gras in budget Head - 0075-00-800-52-01 |
| RISL processing Fee | INR 500/- payable online through e- Gras + applicable taxes. (non-Refundable)<br>in Budget Head - 8658-00-102-16-01 |
| Estimated Procurement Cost | Rs. 31 lacs ( Thirty one lacs only, inclusive of applicable Taxes) |

| | |
|---|---|
| Bid Security and Mode of Payment | Rs. 62,000/- (2%) of bid value.<br><br>Banker's Cheque or Demand Draft or Bank Guarantee (in specified format), of a Scheduled Bank in favour of "**Additional Director,** SI&PF (GIS)" payable at "Jaipur" |
| Period of Sale of Bid document<br><br>Document (Start/ End Date) | From 26-11-25 (online)<br>To 08-12-25.... |
| Manner, Start/ End Date for the submission of Bids | **Online at e-Proc website:**<br>https://sppp.rajasthan.gov.in<br>http://eproc.rajasthan.gov.in<br>www.sipf@rajasthan.gov.in<br><br>Start Date: 26-11-25<br>End Date: 08-12-25<br>Time.........02:00............. AM/PM |
| Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee | From 05:00 AM/PM onwards on 26-11-25 and up to 03:00...... AM/PM on 08-12-25.<br><br>**Place of submission :**<br>Room number 201-D<br>**2nd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur.** |
| Date and time of opening of Technical Bid | Date 08-12-25 Time: 04:00.................AM/PM<br><br>**Office Address** **Additional Director,**<br>**State Insurance & Provident Fund Deptt.**<br>**(General Insurance Fund)**<br>**Room number 201**<br>**2nd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur.**<br>**Phone: 0141-2740219**<br>**E-mail** **add.gis.sipf@rajasthan.gov.in** |
| Date and time of opening of financial Bid | Will be intimated later to technically qualified bidders |
| Bid Validity | 90 days from the bid submission deadline |

**Additional Director, State Insurance &Provident Fund Department, Jaipur**

Note:

1. Bidder (Authorized signatory) shall submit their offer on-line in electronic format both for technical and financial bid. However, DD against Tender Fees and Bid Security shouldbe submitted physically in the office of the Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
2. In case, any of the bidders fail to physically submit the Banker's Cheque/ Demand Draft for Tender Fee and Bid Security / online RISL fee through e-gras up to the time line given in the bid document, their bid shall be disqualified.
3. The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of "Additional Director, SI&PF(GIS)" payable at "Jaipur"
4. To participate in the online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000, using which they can digitally sign their electronic bids. Bidders can also procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again)
5. RISL will not be responsible for any delay in online submission at the bidders end due to any reason. For this, bidders are requested to upload the complete bid well in advance, to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
6. Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
7. Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested in training may contact e-Procurement Cell, DoIT&C for booking the training slot.
   **Contact No : 0141-4022688 (Help desk 10 am to 6 pm on all working days)**
   **e-mail: eproc@rajasthan.gov.in**
   **Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur**
8. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids at any time.
9. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
10. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidder to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
11. The provisions of RTPP Act 2012 and Rules 2013 with GF&AR thereto, shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012, Rules 2013 with GF&AR thereto, the latter shall prevail.

**Budget head for deposit in SI&PF (GIS) -** 0075-00-800-52-01
**Budget Head for deposit in RISL -** 8658-00-102-16-01

(ऋतु नन्दा)
अतिरिक्त निदेशक (साबीनि)
राज्य बीमा एवं प्रा. नि. विभाग
वित्त भवन, जयपुर

TENDER FORM

| | |
|---|---|
| Name of the Tendering Authority | **Additional Director** , SI&PF Department (GIS) |
| Address | **State Insurance & Provident Fund Deptt.<br>(General Insurance Fund)<br>room number 201,<br>2nd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur. Phone: 0141-2740219** |
| E-mail | add.gis.sipf@rajasthan.gov.in<br>(clearly mention the NIT no. in the subject of the mail) |
| Name of Work | Hiring Claim processing Agency under Mukhyamantri Mangla Pashu Bima yojna In Rajasthan |

**Firm Details:**

| | | | | |
|---|---|---|---|---|
| Name of Firm | | | | |
| Name of authorised person of the firm with Designation | | | | |
| Registered Office Address | | | | |
| Address of the Firm | | | | |
| Year of Establishment | | | | |
| Type of Firm<br>Put Tick () mark | Public Limited | Private Limited | Partnership | Proprietary |
| Telephone Number(s) | | | | |
| Official Email Address/ Web-Site of the firm | Email: | | Website: | |
| Mobile Number | Mobile: | | | |
| Certification/Accreditation/Affiliation, if any | | | | |
| No. of legal suit against the agency, if any | | | | |
| Any preventive action taken by any statutory authority | | | | |

**Declaration by the bidder :**

- The requisite tender fee amounting to Rs. 1000/- ( in words) has been deposited vide receipt no. ________ dated ____________.
- The requisite RISL processing fee amounting to Rs. 500/- (in words) has been deposited vide receipt no. ________ dated ____________.
- The requisite EMD amounting to Rs. ________/- (in words) has been deposited vide Banker's Cheque/ DD No./BG No. ____________ dated ____________.

We................(name of the Firm ) agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

place :

(Signatures)

Name of the Authorised signatory: ________________________

Name & Seal of the firm: ________________________

## Documents for Technical bid and Bidders Eligilibity Criteria

| Sr. no. | Documents Type | Document Format |
|---|---|---|
| | **Fee Details** | |
| 1. | Bidding document Fee (Tender Fee) | Proof of submission (PDF) |
| 2. | RISL Processing Fee (e-Procurement Fee) | Instrument/ Proof of submission (PDF) |
| 3. | Bid Security/EMD deposit | Instrument/ Proof of submission (PDF) |
| | **Bidder Eligibility Criteria and Relevant Documents to be submitted** | |
| 1. | Bidder Profile/ Tender Form | As per Annexure enclosed |
| 2. | Bidder \|Authorisation Certification | As per Annexure-2 enclosed |
| | **Technical Parameter** | **Documents to be enclosed** |
| 1. | The bidder should be a company public/ private limited, registered LLP. Registered partnership firm or NGO. The bidders must be registered in case of Companies underCompany Act 2013 (earlier Company Act 1956), In case of partnership firms with registrar of firms and likewise. A group of companies on joint venture basis are also allowed to participate. The bidder must be at least 3 years old company | Registration Certificate |
| 2. | The service provider agency must have -<br>1. The firm should have experience in processing claims in any project or scheme for at least one year out of the last three years in any one state of India.<br>2. Should be registered in IRDAI.<br>3. Should have worked with any two General Insurance Companies. | 1. Copy of work order and satisfactory work completion certifacte.<br>2. IRDA Registration Certificate.<br>3. Insurance Authorization Certificate. |
| 3. | The CPA must be Income Tax & GST payee. Bidder to submit copy of valid PAN card and copy of GST certificate along with latest quarterly return. | Relevant Documents |
| 4. | No employee of the procuring entity (or his family member) should be associated with the CPA and vice versa. | Self-Declaration |
| 5. | The agency's average annual turnover of last three FY 2021-22, 2022-23, 2023-24 & 2024-25 should not be less than Rs. 31 lacs.<br>(In case of annual turnover, the firms whose balance sheet for the financial year 2024-25 has been audited by a chartered accountant will submit the annual turnover for the financial year 2024-2025 along with the last two years.) | relevant years CA Certificate. |
| 6. | submission of declaration that no child labour was used nor will be used during the period of the contract | self- declaration |
| 7. | A certificate stating that none of the bidder's Directors and officers, been convicted of any criminal offence | self declaration |

| | | |
|---|---|---|
| | related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings | |
| 8. | Bidder's Declaration<br>• The bidder shall submit the above declarations on a duly notarized affidavit on stamp of Rs. 500/- to the effect that he has not been debarred/ blacklist/banned/restricted either by bid inviting authority/Procuring entity or Govt. of Rajasthan (during last 3 financial years) as per RTPP Act 2012 and Rule<br>• The bidder shall sign and seal each page of the bid document submitted by him, this includes but not limited to- annexures, declarations, documents etc submitted by the bidder. | Self Declarations on Rs. 500/- stamp |

**Disqualification of a Bidder, if any time it is found that :-**

a) The information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation.
b) The information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete or is false.

**Documents for the Financial bid: -**

| S. No. | Documents Type | Document Format |
|---|---|---|
| 1. | Financial Bid– Format | As per BoQ (.XLS) format available onE-Procurement portal |

The bidder should ensure that all the required documents. as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non- submission or non-disclosure of any information or the required documents in a different format/ content may lead to the rejections of the Bid submitted by the bidder.

**Project Deliverables & Timelines**

| S. No. | Scope of Work (I) | Activity (II) | Deliverable (III) | Delivery Schedule (in days) days) (IV) |
|---|---|---|---|---|
| *T represents the Date of issuance of the work order under MMPBY | | | | |
| 1 | Office Set-up at Jaipur | 1.TheFunctional office of CPA must be situated in Jaipur within 10 kms from Additional Director, GIS, Office.<br>2.The CPA should have staff of 4 persons for settling claims.<br>3.The CPA should also have a team leader above the staff for monitoring. | Bidder will set-up a dedicated project office in Jaipur equipped with all required IT equipment's & furniture Deployment of Appropriate Manpower.<br><br>The staff employed by CPA should possess :<br>➢ Primary knowledge of Animal Husbandry and settling animal claims.<br>➢ Possess the eligibility of processing data and documents submitted for claims.<br>➢ Have sound knowledge of how the claim is to be processed.<br>➢ Have knowledge of computers<br>➢ The staff should have knowledge of preparing the MIS reports. | T + 15 days |
| 2. | Claim processing | As per the cases received on FIFO basis | Deployment of Manpower for claim processing | Immediate |
| 3 | Preparation of all MIS reports, and data transfer | Ensuring Data Knowledge Transfer | Prepare all MIS reports as per the requirement of the Department and submit them within the given time lines | T+ Immediate |

# Chapter 1

## 1. Brief History of SI&PF Department

The **State Insurance and Provident Fund Department** was established in Rajasthan as a welfare measure with a view to provide economic & social security to all the employees of the Government of Rajasthan. At present the department is running Life Insurance scheme and General Provident Fund scheme for all the state government employees, and also, Rajasthan Government Health Scheme and Mukhyamantri Aayushman durghatna bima yojna.

In 1991, the department entered into General Insurance Business to provide coverage to the property of State Government departments, Statutory Bodies viz. Boards, Corporations, Co-operative societies and Registered Institutions etc. in which the government has substantial financial interest by way of shareholder or a loanee, against Fire, Motor, Marine & Miscellaneous risks.

The SI&PF Department is therefore, authorized to provide the General Insurance services by the license No. 572 dated 26.05.1992 issued by the Government of India.

At present various General Insurance coverages are provided by this department like: Fire Insurance, Marine Insurance (In Land Transit Road/Rail), Motor Insurance, Miscellaneous Insurance, Burglary & House Breaking, Money Policy, Fidelity Guarantee Policy, Workmen's Compensation Policy (Act), Group Personal Accident Policy, Erection Policy, Machinery Breakdown Policy, Boiler - Explosion Policy, Contractor's All Risk Insurance etc. as part of the insurance work carried out by the department.

## 2. About Mukhyamantri Mangla Pashu Bima Yojna

In the Budget of 2025-26, The Rajasthan Government announced **Mukhyamantri Mangla Pashu Bima Yojna (MMPBY)** for the year 2025-26.

The aim of MMPBY is announced to protect the interest of the owners of Livestock and strengthening their economic well being through insurance of their valuable cattle.

## 3. Implementation of the scheme

The scheme is implemented by the Animal husbandry department in the entire State of Rajasthan, when in, The State Insurance & Provident Fund Department, General Insurance Fund (SI& PF), is the insurer .

## 4. Objective of the Scheme

The objective of the scheme is the management of risk and uncertainties related to the life of the animals i.e., cow, buffalo, Camels and goat/sheep by providing a protection mechanism to the Livestock owners against any eventual loss of their cows and buffaloes or other insured animals due to natural or accidental death and to provide the benefit of compensation of livestock to the owner of the livestock.

5. **Brief Scope of Work**

State Insurance & P. F. Department (General Insurance Fund) intends to engage a Claim Processing Agency (C.P.A.) for processing and settlement of claims received under MMPBY. The claims shall be received online through MMPBY Portal/Mobile App. The Claim Processing Agency will provide recommendations for settlement/ rejection of all claims and shall prepare and maintain database of the same for MIS reports.

6. **MMPBY coverage for beneficiary family for his insured animal :-**

| Sr. no. | Topic | Coverage |
|---|---|---|
| 1. | Claim Processing | No. of estimated claims- approximately 3.5% of the insured animals (21 lacs) |

7. **Dividing Work among More Than one Bidder:**

The division of work, in case of more than one successful bidder, if required, then, will be the sole discretion of SI&PF Department which is the Procuring entity, at the matching rate of L-1 according to the provisions RTPP act 2012, Rules 2013.

8. **Extension Clause:**

The rate contract shall be extendable to a maximum of as per RTPP Act 2012, Rules 2013.

9. **Right to Vary Quantity:**

The Procuring entity shall reserve its right to increase or decrease the quantity/value of the subject matter in consonance as per RTPP Act 2012, Rules 2013.

# Chapter -2

## 1. INSTRUCTIONS TO THE BIDDERS

1.1. All public procurements in the offices/departments of GoR are being done in accordance with the provisions of RTPP Act, 2012 and Rules, 2013.

1.2. The Bidders intending to participate in this bid titled, " *Bid Invitation For Claim Processing Agency For Single Stage -Two Envelope Open Competitive Bidding For Implementing Mukhyamantri Mangla Pashu Bima Yojna In Rajasthan*", shall acquaint himself/herself with Rajasthan Transparency in Public Procurement Act, 2012 (Hereinafter called as Act) and Rajasthan Transparency in Public Procurement Rules, 2013 (hereinafter called as Rules) available on State Public Procurement Portal **https://sppp.rajasthan.gov.in** and website of Finance Department **https://finance.rajasthan.gov.in**

1.3. The bidders are advised to study the Bid Document carefully before submitting the bids.

1.4. Bidder shall submit their offer/bid on-line in electronic formats both for technical and financial proposal through e-procurement portal only.

1.5. In case, any of the bidder fail to submit the Tender Fee, Bid Security and RISL Processing Fee up to the date and time as mentioned in RFP, its Bid shall not be considered.

1.6. The Procuring Entity will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid documents well in advance, so as toavoid the last-minute issues like slow speed; congestion in website due to heavy load or any other unforeseen problems.

1.7. Bidders are also advised to refer **"Bidders Manual Kit"** available at e-Procurement website for further details about the e-Tendering process.

1.8. All Pre-Bids shall be opened in the office of the Additional Director, State Insurance and Provident Fund,General Insurance Fund, room number 201, D block , 2nd floor , vitta bhawan , Jyoti nagar, Jaipur in the presence of the Bidders or their representatives who wish to be present.

1.9. All the technical Bid shall be opened & downloaded from the **e-Procurement portal http://sppp.rajasthan.gov.in,**
**http://eproc.rajasthan.gov.in,**
**www.sipf@rajasthan.gov.in**
and will be opened in the office of the Director, State Insurance and Provident Fund, General Insurance Fund, Government of Rajasthan, Jaipur in the presence of the Bidders or their representatives, who wish to be present.

1.10. The Additional Director, State Insurance and Provident Fund, General Insurance Fund, Government of Rajasthan, Jaipur strictly prohibits Child Labor at any stage by the agency during the process of the implementation. The procuring entity encourages the bidders to take sufficient steps to identify, report and address child labour during the tenure of the bid.

1.11. The copy of the Fee(s) paid, as per the format prescribed may be submitted in hard copy also within the time period specified in the tender, for the cross check/ verification of payment mechanism.

1.12. The provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013 shall be applicable for this procurement. In case of any inconsistency in any of the provisions of this bidding document with the RTPP Act, 2012 and the Rules, 2013, the latter shall prevail.

2. **Information from the bidder**

Any change in the constitution of the firm, etc. shall be notified forth with by the bidder in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contractunless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient to discharge for any of the purpose of the contract.

3. **sub-letting of the contract :**

The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

4. **Code of Integrity for Bidders**

No person participating in a procurement process shall act in contravention of the code of integrity prescribed under the bid or the Government regulations.

5. **The code of integrity includes provisions for: -**

- Prohibiting any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process
- Any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- Any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness,and progress of the procurement process
- Improper use of information shared between the procuring entity and the bidders with anintent to gain unfair advantage in the procurement process or for personal gain
- Any financial or business transactions between the bidder and any officer or employee of the procuring entity
- Any coercion including impairing or harming or threatening to do the same, directly or indirectly. to any party or to its property to influence the procurement process
- Any obstruction of any investigation or audit of a procurement process
- Disclosure by the bidder of any previous transgressions with any entity in India or any other country of any debarment by any other procuring entity.

**Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -**

- Exclusion of the bidder from the procurement process

- Calling-off of pre-contract negotiations and forfeiture or encashment of bid security Forfeiture or encashment of any other security or bond relating to the procurement Recovery of payments made by the procuring entity along with interest thereon at prevalent bank rate
- Cancellation of the relevant contract and recovery of compensation for loss incurred by theprocuring entity
- Debarment of the bidder from participation in future procurements of the procuring entity fora period not exceeding three years.

# Chapter-3

## Bid Document

1. **Cost & Language of Bid**

a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

2. **Deadline for the submission of Bids**

a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.

b) Normally, the date of submission and opening of Bids would not be extended But, only in exceptional circumstances, the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable.

It would be ensured that after issue of corrigendum , if any, reasonable time will be given to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner adopted as the publication of initial bidding document.

c) If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

3. **Changes in the Bid Document**

a) At any time, prior to the deadline for submission of technical Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding document by issuing an addendum in accordance with the provisions of the RTPP Act 2012 and Rules 2013.

b) In case, any modification is made to the bidding document, or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

c) In case, a clarification or modification is issued to the bidding document, the procuring entitymay, prior to the last date for submission of Bids, extend such time limit in order to allow thebidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their bids.

d) Any bidder, who has submitted his bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originallyallotted or such extended time as may be allowed for submission of Bids, when changes, if any, are made to the bidding document by the procuring entity:

e) Provided that the Bid as modified by the bidder, shall be only considered for evaluation.

4. Opening of Bids

a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorized Representatives.

b) The committee shall prepare a list of the bidders, or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.

c) All the documents comprising of technical Bid/ cover shall be opened & downloaded fromthe e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to the entities mentioned in the NIB.

d) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -

1. Bid is accompanied by bidding document fee, bid security and processing fee (if applicable);
2. Bid is valid for the period, specified in the bidding document.
3. Bid is unconditional and the bidder has agreed to give the required performance security; and
4. Other conditions, as specified in the bidding document are fulfilled.
5. Any other information which the committee may consider appropriate.

e) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with theproof of payment or instrument of the required price of bidding document, processing fee and bid security.

f) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

5. **Withdrawal, Substitution, and Modification of Bids**

a) A Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement Website. Bidders are also advised to refer "**Bidders Manual Kit**" available at e-Procurement website for further details about the e-Tendering process

b) Bids once withdrawn shall not be opened/ processed or reconsidered further.

6. **Selection Method**

The selection method is the lowest price (L-1 method).

In the event the more than one bidder quotes the same lowest price. then the bid securing the highest average annual turnover.

7. **Format and Signing of Technical and financial Bids**

a) Bidders must submit their bids online at e-Procurement portal i.e. http://eproc.rajasthan.gov.in or http://sppp.rajasthan.gov.in,.

b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.

c) A Single stage- two part/ cover system shall be followed for the Bid: -
   - Technical Bid, including fee details, eligibility & technical documents of the bidder
   - Financial Bid

8. **Clarification of Bids**

To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion. ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal only.

Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.

No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

9. **Determination of Responsiveness**

- The bid evaluation committee shall determine the responsiveness of a Bid, ensuring the requirements of the bidding document and that it is without any material deviation, reservation, or omission and meets all the provisions of pre-qualification/ eligibility criteria of the bidding document.
- The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, CST/GST clearance certificate, Registration Certificate of PF and ESIC etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

## Chapter - 4

1. **Scope Of Work Of CPA**

The scope of work of the Claim Processing Agency (CPA) is limited to verifying and settling of claims as per the procedure below:

2. **Claim Procedure**

i. The information of the death of the animal will be given by the beneficiary either to the BSA/ AH Department through e-mitra or through toll free number
ii. Once the claim is reported / received online to the Claim Processing Agency (CPA) it will begin processing the claim.
iii. The requirement for processing the claim will be checked by the CPA with the details already available with him, which were captured by the Insurance agent at the time of the Base line survey.

3. **The CPA will do the following work**

- The CPA will process the claim after identification of all the details of the beneficiary and the insured animal with all details already available on the portal
- Checking the issued policy
- Checking and matching the Jan-Aadhar card of the beneficiary and matching it
- Checking and matching the tag number of the dead animal
- Checking and matching the pictures of the dead animal with the ones already available on the portal
- Going through the health certificate of the animal and deciding whether the animal was not suffering from any pre diseases before its insurance was done
- Going through the post mortem report and checking whether the claim is fit for payment or not
- submitted within 60 days from the date of accident or death mentioning genuine reasons of delay
- Checking whether the postmortem was conducted timely or not
- Any other parameter required for settling or rejecting the claim
- Examine the claim and then put up with comments to the authority entrusted to pass the claim with reasons / recommendations to approve or reject the claim
- The information of availing the claim, once the claim is processed will be sent to claimant on mobile number linked with Jan-Adhar-Card.
- The claimant shall be responsible to provide the documents for verifying the death of the animal due to accident, natural calamity or natural death.
- The payment of claim amount will be done online in the bank account (linked with Jan Aadhar) of the beneficiary.

4. **Payment of Insurance in the event of death of the beneficiary:**

In the event of death of the beneficiary benefits under the policy will be continued in the name of the nominee of the beneficiary.

5. **Repudiation of Claims:**

In case of claim to be repudiated the CPA shall inform to the beneficiary through MMPBY portal giving reasons of repudiation.

The repudiated claim to be opened with approval of competent authority.

6. **Decision on the claim payment**

After All required documents for claim settlement as per MMPBY Policy are received and verified by the CPA, the CPA will forward the online claim request to SI&PF office for payment/rejection with recommendations as per MMPBY guidelines.
The decision taken by the SI&PF office will be the final decision.

7. **The CPA shall undertake the following activities:**

- The CPA shall set up a separate office in Jaipur to provide CPA services to SIPF (GIF) department for MMPBY.
- CPA shall provide daily update on the claims received, and after processing, if found fit for payment, forward the same to SI&PF for onward processing and settlement.
- submit MIS reports as per the timelines

8. **Claims Processing And Payment:**

a. The CPA shall start the claim settlement process as detailed in Project Deliverables. All claims will be settled on first in first out (FIFO) basis. The CPA shall ensure following FIFO for claim settlement.

b. The CPA will process TIDs and decide the claim within 05 working days (TAT); the working days shall be calculated as per official calendar of Government of Rajasthan.

c. The CPA shall process online claims through MMPBY portal.

d. Access to the portal will be provided to the CPA by the SI&PF department and CPA will provide recommendations on each claim received online to the SIPF department. The recommendations shall be as per MMPBY guidelines and a process sheet as defined by Officer-In charge (OIC), SI&PF (GIS) department shall be provided along with recommendations.

9. **Scrutiny of Claim Documents and settling of claims:**

a) All supporting documents relating to the claim will be received by the CPA .The CPA shall scrutinize the claim documents at the initial stage regarding the eligibility aspect.
b) The CPA may ask The Insurance Agent to furnish all documents upon which a claim is based. CPA may also ask for such additional information and assistance as the CPA may require in dealing with the claim.
c) online claim received shall be registered on the same day of receipt and shall be informed through portal to claimants with a unique claim number.
d) Claimants shall be intimated about each and every step of claim settlement procedure.
e) Reminder will be sent to claimants once after 15 days of first intimation if the deficient documents are not received or are partially received.
f) After third reminder CPA will recommend to close the file.
g) The CPA shall not be liable to make any payment under this scheme in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent means.

10. Deficiencies in the required data:

In case the data given to CPA does not comply with the requirement and is not sufficient for the purpose of CPA services, the CPA will intimate the same to the SIPF office.

11. Right to scrutiny:

SIPF department reserves the right to authorize any of its officer to examine the CPA's working any time.

12. MMPBY coverage for beneficiary family

| S.No. | Beneficiary details | Number of units to be covered per beneficiary | Type of of animal to covered | Type of Coverage | Sum assured peranimal |
|---|---|---|---|---|---|
| 1. | Jan-Aadhar card | Two milch cow/ buffalo or 10 sheep / goat or one camel ( male/ female ) | As defined under the tender document | Death Only | Maximum upto Rs. 40 thousand per unit |

13. Type of death covered under MMPBY

a) Death Only.
b) If death is caused intentionally then the claim will not be eligible for payment.
c) Temporary/Partial disablement of the animal shall not be covered under the Scheme.

14. Waiting Clause

There will be a waiting clause of 21 days in case of natural death of the animal. But, in case of any accidental death of the animal there will be no waiting clause.

# Chapter-5

## Payment Terms , Schedule and Penalties

### 1. Penalty Terms& Conditions

The selected bidder/ CPA is expected to dispose all claims submitted from day of allotment of Letter of award on FIFO basis (5 working days). If CPA fails in delivering the required services due to reasons attributable to him i.e. delay in disposal on claim within defined timeframe.

The total penalty in any quarter shall be deducted from the total amount due for the quarter.

The penalty amount will be calculated based on the number of claims not settled in defined time frame as mentioned below:

| Sr.no | Measurement Parameter | percentage Quarter | Penalty |
|---|---|---|---|
| 1 | P Percentage of claims not settled within 05 working days i.e. total number of claim not settled in 05 working days in a quarter divided by total number of claims to be settled in the quarter | Less than 5% | No Penalty |
| 2 | | >=5% &<10% | 2.5 % of applicable quarterly payment |
| 3 | | >=10%&<25% | 5 % of applicable quarterly payment |
| 4 | | >=25% &<40% | 7.5% of applicable quarterly payment |
| 5 | | >=40% | 10% of applicable quarterly payment |

All the penalty shall be applicable as per the RTPP Act 2012, Rules 2013 and as per GF&AR

The nodal officer of MMPBY along with the Team Leader of CPA shall thoroughly examine the cases before calculation of penalty and reasons thereof. Delay in performance/ delivery of services for reasons non-accountable to the selected bidder or due to reasons beyond control, may be dealt with accordingly

The penalty clause will not be applicable for the first quarter of the contract period. The first quarter shall be considered as settling period for the CPA. But if, any penalty is imposed on an officer of the department under Rajasthan Public Service Guarantee Act - 2011 or by any other court and cause of penalty is delay caused by CPA, the same shall be charged from CPA.

Imposition of penalties amounting to 30% of the quarterly contract value for a continuous period of 2 quarters shall be treated as non-performance and beyond which the tendering authority may initiate action for the termination of the Contract and may also forfeit the PSD. The tendering authority may also debarr the Selected Bidder from bidding (for all types and form of bids) for at least three years in GoR

### 2. Payment Terms & Schedule

2.1. The payment to the selected bidder will be done on the basis of successful work completion of the target milestones.

2.2. Any delay in the approval of the deliverable(s) submitted by the CPA to Department shall not account for the delay on Department's part.

2.3. Along with the bill the information in the prescribed formats specified by the procuring entity must be certified by the concerned district officer and submitted accordingly.

2.4. The selected bidder's request for payment shall be made to the department in writing accompanied by invoices describing the service delivered and associated performances pursuant to general conditions of the contract. Upon fulfillment of all the obligation stipulated in the Contract, due payments shall be made by the department after examining of the invoice or request for payment.

2.5. Any penalties as applicable, for delay on non-performance, as mentioned in the bid documents will be deducted from the payment.

2.6. The selected bidder/CPA request for payment on monthly basis shall be made to the department in writing, accompanied by invoices describing, as appropriate, the services delivered and associated performance, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.

2.7. Due payments shall be made by the department after submission of an invoice or request for payment by the selected bidder/CPA after seeing that all the deliverables are met by the bidder in Indian Rupees (INR) only.

2.8. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

2.9. Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.

2.10. No Advance Payments shall be made

3. **Forfeiture of Security Deposit:**

Security amount in full or part may be forfeited, including interest, if any, in the following cases: -

- When any terms and condition of the contract is breached.
- When the bidder fails to make complete supply satisfactorily.
- When the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- Notice will be given to the bidder with reasonable time before PSD deposited is forfeited. No interest shall be payable on the PSD.

# Chapter-6

## Bid Security / Performance security

1. **Bid Security / Performance security**

Every bidder, if not exempted, participating in the procurement process will be required to furnish thebid security as specified in the NIB.

a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.

c) The Bid security to be deposited through e-gras

d) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision **shall not** be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

e) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

f) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.

g) Prior to presenting a submission, a bidder may request the procuring entity to confirmthe acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.

h) FDR may also be considered as the bid security amount if the FDR presented is in the name of the procuring entity. The same will only be considered on after the bidder furnishes an undertaking from the bank to make a premature payment of the FDR to the procuring entity without the requirement or the consent of the bidder. In the event of the forfeiture of the performance security, the FDR shall be forfeited along with the interest earned on such FDR.

i) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposedissuer or of any proposed confirmer will not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be credit worthy.

j) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

k) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -

- When the bidder withdraws or modifies its bid after opening of bids.
- When the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period.
- When the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified.
- When the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
- If the bidder breaches any provision of code of integrity, prescribed for bidders,specified in the bidding document.

l) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.

m) No interest shall be payable on the bid security / PSD.

n) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security or refunded if the successful bidder furnishes the full amount of performance security.

o) The procuring entity shall promptly return the bid security after the earliest of the following events, namely: -

- The expiry of validity of bid security.
- The execution of agreement for procurement and performance security is furnished bythe successful bidder.
- The cancellation of the procurement process; or
- The withdrawal of bid prior to the deadline for presenting bids unless the biddingdocuments stipulate that no such withdrawal is permitted.

P) Performance security to be given as per RTPP Act 2012, rules 2013, That is 5% of tender cost. Other exemptions as per RTPP Act 2012, rules 2013 will be applicable as below :-

| | |
|---|---|
| Performance Security | 5% |
| SSI Units of Rajasthan | 1% |
| Sick Industries of Rajasthan | 2% |

Q) Bid security to be given as per RTPP Act 2012, rules 2013, That is 2% of tender cost. Other exemptions as per RTPP Act 2012, rules 2013 will be applicable as below :-

| | |
|---|---|
| Bid Security | 2% |
| SSI Units of Rajasthan | 0.5% |
| Sick Industries of Rajasthan | 1% |

# Chapter-7

## Evaluation and Tabulation of Bids

### 1. Evaluations of Technical Bids

- The bids shall be tabulated in the form of a comparative statement to evaluate the qualification of the bidders as set in the bidding document.
- The number of firms qualified in technical evaluation, if less than three and it is considered necessaryby the procuring entity to continue with the procurement process, reasons shall be recorded in writingand included in the record of the procurement proceedings and may be referred to the higher committee.
- The bidders qualifying in the technical evaluation shall be informed in writing about the date, time, and place of opening of their financial Bids.

### 2. Tabulation of Technical Bids

- The Bids shall be tabulated in the form of a comparative statement to evaluate the qualification of the bidders against as set in the bidding document
- The members of bid evaluation committee shall give their recommendations for selection accordingly

### 3. Firms Qualifying in technical Bid:

- The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings and may be referred to the higher committee.
- The bidders who qualify in the technical evaluation shall be informed in writing about the date, time, and place of opening of their financial Bids.

### 4. Evaluation & Tabulation of Financial Bids

Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the procuring entity shall take following actions for evaluation of financial Bids: -

- The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committeein the presence of the bidders or their representatives who choose to be present.
- The process of opening of the financial Bids shall be similar to that of technical Bids.

  The names of the bidders, the rates given by them, and conditions put, if any, shall be read out and recorded.

Conditional Bids are liable to be rejected.

The evaluation data sheet shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities. and the evaluation criteria specifiedin the bidding documents shall only be applied.

The offers shall be evaluated on lowest price (L-1) method.

It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods. works or service that is required to be procured.

### 5. Lack of competition

A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether, while floating the NIB all necessary requirements to encourage competition like standard bidconditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies.

The bid process shall be considered valid even if there is one responsive Bid, provided that: -

- The Bid is technically qualified.
- The price quoted by the bidder is assessed to be reasonable. The Bid is unconditional and is complete in all respects.
- There are no obvious indicators of cartelization amongst bidders; and
- The bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document.
- The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the account's member.
- In case of dissent by any member of bid evaluation committee, the next higher authority in delegationof financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

### 6. Acceptance of the successful Bid and award of contract

The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, about the financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.

Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.

Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.

A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.

Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.

As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format givenin the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding document.

If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a **Letter of Intent(LOI)** may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.

The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

7. **Procuring entity's right to accept or reject any or all Bids**

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases: -

When any terms and condition of the contract is breached.

When the bidder fails to make complete supply satisfactorily.

If the bidder breaches any provision of code of integrity, prescribed for bidders, specified inthe bidding document.

Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.No interest shall be payable on the PSD.

8. **Right to vary quantity**

At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased as per the RTPP Act 2012, Rules 2013. It shall be without any change in the unit prices or other termsand conditions of the Bid and the bidding documents.

If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -

**50% of the quantity of the individual items and 50% of the value of original contract in case of works; and 50% of the value of goods in case of services.**
**Performance Security**

Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies. co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement as it wishes.

9. **Performance security shall be furnished in any one of the following forms: -**

- Deposit through e-GRAS

- Bank Draft or Banker's Cheque of a scheduled bank.
- National Savings Certificates and any other script/ instrument under National Savings Schemes.
- Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document forbid security.
- Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

**10. Forfeiture of Performance Security :**

Performance Security amount in full or part may be forfeited, including interest, if any, in the following cases: -

- When any terms and condition of the contract is breached.
- When the bidder fails to make complete supply satisfactorily.
- When the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.No interest shall be payable on the PSD.

**11. Execution of agreement**

A procurement contract shall come into force from the date on which the letter of acceptance or letterof intent is dispatched to the bidder.

The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.

If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest bidder to the next lowest bidder, in accordance with the criteria and procedures set out in the bidding document.

The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

**12. Confidentiality**

Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -

- Impede enforcement of any law
- Affect the security or strategic interests of India
- Affect the intellectual property rights or legitimate commercial interests of bidders

The procuring entity shall treat all communications with bidders related to the procurement process insuch manner as to avoid their disclosure to competing bidders or to any other person not authorized to have access to such information.

In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

13. Offenses by Firms/Companies

Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly.

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

14. Debarment from Bidding

**A bidder shall be debarred by the State Government if he has been convicted of an offence:**

Under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for thetime being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

A bidder debarred under RTPP Act 2012 Rule 2013 above shall not be eligible to participate in a procurement process ofany procuring entity for a period not exceeding three years commencing from the date on which he was debarred.

If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.

Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.

The State Government or a procuring entity as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

15. Termination for Default

The tender sanctioning authority of MMPBY may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days send to the selected bidder and may terminate the contract in whole or in part: -

If the bidder fails to deliver services within the time period specified in the contract, or any extension thereof granted under Mukhyamantri Mangla Pashu Bima Yojna (MMPBY); or

If the bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

If the bidder, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

If the bidder commits breach of any condition of the contract.

If MMPBY terminates the contract in whole or in part, amount of PSD may be forfeited.

Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

As on effective date of termination, Tendering Authority may pay:

The unpaid value of all the services given by the Bidder and accepted by the purchaser in accordancewith the RFP specifications in order to take over the possession of the assets / application.

All the services delivered by the Bidder and accepted by the purchaser; the consideration payable shall be based on service rate as per agreement.

16. Termination for Insolvency

MMPBY may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to MMPBY.

17. Termination for Convenience

MMPBY office, by a written notice of at least 30 daysmay terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to MMPBY.

That the products and technology delivered to MMPBY during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations. Supplied hardware, software & documents etc., used by selected bidder for MMPBY shall be the legal properties of MMPBY.

# Chapter-8

## Exit Mechanism

### 1. Exit Management

The selected bidder shall provide MMPBY or its nominated agencies with a recommended exitmanagement plan ("Exit Management Plan") which shall deal with :-

- Aspects of exit management in relation to the Project Implementation, the Operation and Management.
- A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
- Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on MMPBY operations as a result of undertaking the transfer
- Arrangements and plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to MMPBY or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
- Each Exit Management Plan shall be presented by the selected bidder to and approved by MMPBY or its nominated agencies.

In the event of termination or expiry of SLA, Project Implementation, Operation and Management, each party shall comply with the Exit Management Plan..

Payments during the Exit Management period shall be made in accordance with the Terms ofPayment Clause.

It would be the responsibility of the selected bidder to support new operator during the transition period.

### 2. Training, hand-holding, and knowledge transfer

The selected bidder shall hold technical knowledge transfer sessions with designated technical team of MMPBY participating departments in the last 3 months of the project duration.

### 3. Cooperation and Provision of Information during the exit management period

The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation.

MMPBY or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit MMPBY or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by MMPBY or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

4. **Confidential Information, Security and Data**

The selected bidder will promptly on the commencement of the exit management period supply toMMPBY or its nominated agencies the following:

All current and updated data as is reasonably required for purposes of MMPBY or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by MMPBY or its nominated agencies; and

All other information (including but not limited to documents, records, and agreements) relating to the services reasonably necessary to enable MMPBY or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to MMPBY or its nominated agencies, or its replacement operator (as the case may be).

Before the expiry of the exit management period, the selected bidder shall deliver to MMPBY or its nominated agencies all new or up-dated materials from the categories set out above andshall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

5. **Transfer of certain agreements**

On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favor of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by MMPBY or its nominated agencies, or its replacement operator.

6. **Right of Access to Premises:**

At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to MMPBY or its nominated agencies, and/or any replacement operator in order to inventory the assets.

7. **General Obligations of the selected bidder**

The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to MMPBY or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.

The selected bidder shall commit adequate resources to comply with its obligations underthis Exit Management Clause.

# Chapter-9

## Appeals and Dispute Resolution

### 1. DISPUTE RESOULUTION

1.1. General: If any dispute arises between the supplier/ selected bidder and GIS during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the selected bidder.

1.2. Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision. The empowered standing committee shall consist of following members: -

| | | |
|---|---|---|
| • | Director, State Insurance and Provident Fund | Chairman |
| • | Financial Advisor/CAO, State Insurance and Provident Fund | Member |
| • | Additional Director (GIS) | Member secretary |
| • | A Legal Expert to be nominated by the Chairman | Member |

# Agreement

(On Rs 500/- Non Judicial stamp)

## Mukhyamantri Mangla Pashu Bima Yojna

## Claim processing Agency

An agreement made this_________________ day of _______________between_____________________ (hereinafter called "the Supplier"), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Governor of Rajasthan/_____________________________ [name of the Procuring Entity if other than a department of the State Government (hereinafter called "the Procuring Entity") which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS the Procuring Entity invited Bids for certain Services, viz.,

_______________________________________________and has accepted a Bid submitted by the Supplier for the supply of those Services for the sum of_____________________________________________ {amount in figures and words] (herein after "the Contract Price"). NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) The Procuring Entity*s Notification to the Supplier of Award of Contract;

(b) The Bid Submission Sheet and the Price Schedules including negotiated Price, if any, submitted by the Supplier;

(c) The Special Conditions of Contract;

(d) The General Conditions of Contract;

(e) The Schedule of Supply;

(f) Instructions to Bidders;

(g) The Notice Inviting Bids;

(h) ______________________________In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to

provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government on the day, month and year first mentioned herein before.

Witness 1

Witness 2

Signed by:________________ (for the Supplier)

Name _________________ Designation ______________Address ____________

Witness 1

Witness 2

Signed by:______________

(for the Procuring Entity)

(On behalf of Governor of the State of Rajasthan) Name _____________

Designation ___________________Address______________

Annexure A

## Compliance with the Code of Integrity and No Conflict of Interest

(To be signed and submitted along with the first bid part)

Any person participating in a procurement process shall

(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.

(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation:

(c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process,

(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process,

(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process,

(f) not obstruct any investigation or audit of a procurement process.

(g) disclose conflict of interest, if any, and

(h)disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

**Conflict of Interest:-**

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities contractual obligations, or compliance with applicable laws and regulations.

(i)A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

a. have controlling partners/shareholders in common; or

b. receive or have received any direct or indirect subsidy from any of them, or

c. have the same legal representative for purposes of the Bid, or

d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid, or

I. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid, or

g. Bidder or any of its affiliates has been hired (or in proposed to be hired) by the Procuring Entity as engineer-in-charge consultant for the contract.

Annexure: B

# Form of Declaration by the Bidder

(To be executed on a non-judicial stamp paper of Rs. 500/- duly notarized)

In relation to our Bid submitted to ................................................................ {enter designation and address of the procuring entity) for procurement of ................................................... [insert name of the Goods] in response to their Notice Inviting Bids No. ........... ... .. . ......Dated.................. we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act that:

1. I/ We are eligible and possess the necessary professional, Techno-commercial, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.

2. I/We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document.

3. I/We 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 the foregoing reasons.

4. I/We and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.

5. I/We have not been/have been debarred under Section 46 of RTPP Act. In case the Bidder is debarred by any other Procuring Entity of State/Central Government or any other country then following details to be provided for each Procuring Entity :

   (i) Name of Entity State/Centre or any other country
   (ii) Period of debarment [start and end date]: (iii) Reason for the debarment:

6. I/We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition.

   (i) A Bidder may be considered to be in Conflict of Interest with s parties in a bidding process if, including but not limited to:

a) have controlling partners/shareholders in common; or
b) receive or have received any direct or indirect subsidy from any of them; or
c) have the same legal representative for purposes of the Bid; or
d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
e) the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved; or
f) the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid:
g) bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

7. I/We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract. This means that any person participating in a procurement process shall-

a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation,
c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process:
d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
e) not indulge in any coercion including Impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
f) not obstruct any investigation or audit of a procurement process,
g) disclose conflict of interest, if any; and
h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Date:
Place:

Signature of Bidder
Name:
Designation:
Address:

**Annexure C:**

## Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **Director State Insurance and Provident Fund Department, Jaipur.**

The designation and address of the Second Appellate Authority is **Secretary Finance (Expenditure) Department, Secretariat, Jaipur.**

### 1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be Filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

### (4) Appeal not to be in certain cases

No appeal shall be against any decision of the Procuring Entity relating to the following matters, namely:-

(a) determination of need of procurement,
(b) provisions limiting participation of Bidders in the Bid process,
(c) the decision of whether or not to enter into negotiations,
(d) cancellation of a procurement process;
(e) applicability of the provisions of confidentiality

### (5) Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

### (6) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

### (7) Procedure for disposal of appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(i) hear all the parties to appeal present before him; and

(ii) peruse or inspect documents, relevant records or copies thereof relating to matter. the

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

FORM No. 1
[See rule 83]]

## Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No.................................................of ...................................................
Before the...............................................................................(First/Second Appellate Authority)

1. Particulars of appellant:
   I. Name of the appellant.

   II. Official address, if any:

   III. Residential address:

2. Name and address of the respondent(s):
   I.
   II.
   III.

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved.
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:
   ........................................................................................................................................................
   ........................................................................................................................................................
   ..........................................................................................(Supported by an affidavit)
7. Prayer:
   ........................................................................................................................................................
   ........................................................................................................................................................
   ....................

Place......................................
Date......................................
Appellant's Signature

**Annexure D:**

## Additional Conditions of Contract

**1. Correction of arithmetical errors**

Provided that a financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis

i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected,

ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected, and

iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

**2. Procuring Entity's Right to Vary Quantities**

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract

(ii) If the Procuring Entity does not procure any subject matter of procurement or procurca less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract

(iii) in case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. if the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

**3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)**

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured it of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Annexure-1

# Government of Rajasthan
## State Insurance and Provident Fund Department
## (General Insurance Fund)
## IInd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur, 302005

TENDER FORM

| | |
|---|---|
| Name of the Tendering Authority | **Additional Director** , SI&PF Department (GIS) |
| Address | **State Insurance & Provident Fund Deptt.**<br>**(General Insurance Fund)**<br>**room number 201.**<br>**2nd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur. Phone: 0141-2740219** |
| E-mail | add.gis.sipf@rajasthan.gov.in<br>(clearly mention the NIT no. in the subject of the mail) |
| Name of Work | Hiring Claim processing Agency under Mukhyamantri Mangla Pashu Bima yojna In Rajasthan |

**Firm Details:**

| | | | | |
|---|---|---|---|---|
| Name of Firm | | | | |
| Name of authorised person of the firm with Designation | | | | |
| Registered Office Address | | | | |
| Address of the Firm | | | | |
| Year of Establishment | | | | |
| Type of Firm<br>Put Tick () mark | Public Limited | Private Limited | Partnership | Proprietary |
| Telephone Number(s) | | | | |
| Official Email Address/ Web-Site of the firm | Email: | | Website: | |
| Mobile Number | Mobile: | | | |
| Certification/Accreditation/Affiliation, if any | | | | |
| No. of legal suit against the agency, if any | | | | |
| Any preventive action taken by any statutory authority | | | | |

**Declaration by the bidder :**

- The requisite tender fee amounting to Rs. 1000/- ( in words) has been deposited vide receipt no. ________ dated ___________.
- The requisite RISL processing fee amounting to Rs. 500/- (in words) has been deposited vide receipt no. _______ dated ___________.
- The requisite EMD amounting to Rs. ________/- (in words) has been deposited vide Banker's Cheque/ DD No./BG No. ___________ dated ___________.

We................(name of the Firm ) agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions

of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).
Date:
place :

(Signatures)
Name of the Authorised signatory: ___________________________
Name & Seal of the firm: ___________________________

Annexure-2

## BIDDER'S AUTHORIZATION CERTIFICATE

To,
The Additional Director,
State Insurance and Provident Fund Department
(General Insurance Fund)
IInd Floor, D-Block, Vitta Bhawan, Jyoti Nagar,
Jaipur, 302005

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. ______________________ dated __________. He/ She are also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: - Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: ________________

Place: ________________

Annexure-3

FINANCIAL BID COVER LETTER & FORMAT

To,
The Additional Director,
State Insurance and Provident Fund Department
(General Insurance Fund)
IInd Floor, D-Block, Vitta Bhawan, Jyoti Nagar,
Jaipur, 302005

Reference: NIB No.: ______________________ Dated: __________

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, offer to deliver work as mentioned in the Scope of the work of the bid no......... ......................

We shall raise the bills only in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are the base cost plus the GST likely to be incurred for executing this work..

I / We undertake, if our bid is accepted, to deliver the services in accordance with the schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance, thereof, and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bid document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:

Annexure-4

## BANK GUARANTEE FORMAT –BID SECURITY

(To be stamped in accordance with Stamp Act and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,

**The Additional Director,**
State Insurance and P.F. Deptt., (GIS)
Room No. 201-B, IInd Floor, D-Block, Vitta Bhawan,
Jyoti Nagar,
Jaipur 302005 (Rajasthan).

Madam/Sir,

In accordance with your Notice Inviting Bid for Mukhyamantri mangla Pashu Bima Yojna. vide NIB reference no. ....................................M/s. .................................. (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to Rs. ____________ (in words) in respect to the NIB Ref. No. ______________ dated _________ issued by the Director,State Insurance and SI&PF Department, (GIS) Room No. 201-B, IInd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur Rajasthan (hereinafter referred to as "GIS") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date .......................... days from the date of submission of bid). It may be extended, if required, in concurrence with the bid validity.

With accordance to the above, the bidder ..........................(name of the bidder ).desires to furnish a Bank Guarantee for a sum of Rs. _____________ (in words) to the (GIS) as earnest money deposit.

Now, therefore, we the .... ...................................... (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at........................ (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the (GIS) of the said guaranteed amount without any demur, reservation or recourse.

We, the aforesaid bank, further agree that the GIS shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the GISon account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the GIS that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the GIS shall be final and binding on us.

We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the GIS and it is further declared that it shall not be necessary for the GIS to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the GIS may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

The right of the GIS to recover the said amount of Rs. _____________ (Rupees in words) from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. ..........................(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc.

Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs. _____________ (Rupees in words) and our guarantee shall remain in force till bid validity period i.e., (please specify) days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

This guarantee shall be governed by and construed in accordance with the Indian Laws, and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee, or the subject matter hereof brought by you may not be enforced in or by such count.

We hereby confirm that we have the power/s to issue this Guarantee in your Favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your Favor.

Date ....................

(Signature)

Place ....................

(Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)
(1) ..........................................
..........................................
(2) ..........................................
..........................................

Bank Details:

Name & address of Bank: ..........................................................................

Name of contact person of Bank: ..........................................................................

Contact telephone number: ..........................................................................

Annexure-5

## BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

(To be stamped in accordance with Stamp Act and on a Stamp, Paper purchased from Rajasthan State only and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur. Rajasthan)

To,
The Additional Director,
General Insurance Fund,
State Insurance & P.F. Deptt.,
Janpath, Jyoti nagar, Jaipur, -302016 (Raj)

1. In consideration of the Additional Director, State Insurance and SI&PF Department, (GIS) Room No. 201-B, IInd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur Rajasthan (hereinafter called "GIS") having agreed to exempt M/s .........................(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No................................ dated ....................made between the GIS through ........................ and .......................(Contractor) for the work ................(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..................(rupees .......................................only), we ..................(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of .................Contractor(s) do hereby undertake to pay to the GIS an amount not exceeding Rs..................(Rupees.................................only) on demand.

2. We................ (Indicate the name of Bank), do hereby undertake to pay Rs.................... (Rupees...........................only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the GIS. Any such demand made on the bank by the GIS shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the GIS and We...................... (Indicate the name of Bank), bound ourselves with all directions given by GIS regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..................... (Rupees...................only).

3. We.......................(indicate the name of Bank), undertake to pay to the GIS any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal, and unconditional.

4. We....................(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of GIS under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the GIS certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We ..........................(indicate the name of Bank) further agree with the GIS that the GISs hall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the GIS against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said

Contractor(s) or for any forbearance, act or omission on the part of the GIS or any indulgence by the GIS to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us ............................. (Indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)

7. We ............................. (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the GIS in writing.

8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the GIS. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.......................... (Rupees.............................only).

9. It shall not be necessary for the GIS to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the GIS may have obtained or obtain from the contractor.

10. We ............................. (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.........................day of....................For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the Additional Director, State Insurance and SI&PF Department, (GIS) Room No. 201-B, IInd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur Rajasthan

For and on behalf of the GIS

Signature

(Name & Designation)

## GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.

Two persons should sign as witnesses mentioning their full name, designation, address, and office seal (if any).

The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.

The Bank Guarantee should be executed by a Nationalized Bank/ Scheduled Commercial Bank only.

Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.

The contents of Bank Guarantee shall be strictly as per format prescribed by Mukhyamantri Kamdhenu Bima Yojna (GIS) office.

Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.

All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.

Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser.

Annexure-6

Government of Rajasthan
State Insurance and Provident Fund Department
(General Insurance Fund)
IInd Floor, D-Block, Vitta Bhawan, Jyoti Nagar,
Jaipur, 302005

Check list for technical bid

| Sr. no. | Documents Type | Document Format |
|---|---|---|
| Fee Details | | |
| 1. | Bidding document Fee (Tender Fee) | Proof of submission (PDF) |
| 2. | RISL Processing Fee (e-Procurement Fee) | Instrument/ Proof of submission (PDF) |
| 3. | Bid Security/EMD deposit | Instrument/ Proof of submission (PDF) |
| Bidder Eligibility Criteria and Relevant Documents to be submitted | | |
| 1. | Bidder Profile/ Tender Form | As per Annexure enclosed |
| 2. | Bidder \|Authorisation Certification | As per Annexure-2 enclosed |
| | Technical Parameter | Documents to be enclosed |
| 1. | The bidder should be a company public/ private limited, registered LLP. Registered partnership firm or NGO. The bidders must be registered in case of Companies underCompany Act 2013 (earlier Company Act 1956), In case of partnership firms with registrar of firms and likewise. A group of companies on joint venture basis are also allowed to participate. The bidder must be at least 3 years old company | Registration Certificate |
| 2. | The service provider agency must have -<br>1. An Experience in processing claims in any project or scheme in any one state of India in past three years.<br>2. Should be registered in IRDAI.<br>3. Should have worked with any two General Insurance Companies. | self-Declaration with copy of orders |
| 3. | The CPA must be Income Tax & GST payee. Bidder to submit copy of valid PAN card and copy of GST certificate along with latest quarterly return. | Relevant Documents |
| 4. | No employee of the procuring entity (or his family member) should be associated with the CPA and vice versa. | Self-Declaration |
| 5. | The agency's average annual turnover of last three FY 2021-22, 2022-23, 2023-24 & 2024-25 should not be less than Rs. 31 lacs.<br>(In case of annual turnover, the firms whose balance sheet for the financial year 2024-25 has been audited by a chartered accountant will submit the annual turnover for the financial year 2024-2025 along with the last two years.) | relevant years CA Certificate. |

| | | |
|---|---|---|
| 6. | submission of declaration that no child labour was used nor will be used during the period of the contract | self- declaration |
| 7. | A certificate stating that none of the bidder's Directors and officers, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings | self declaration |
| 8. | Bidder's Declaration<br>▪ The bidder shall submit the above declarations on a duly notarized affidavit on stamp of Rs. 500/- to the effect that he has not been debarred/ blacklist/banned/restricted either by bid inviting authority/Procuring entity or Govt. of Rajasthan (during last 3 financial years) as per RTPP Act 2012 and Rule<br>▪ The bidder shall sign and seal each page of the bid document submitted by him, this includes but not limited to- annexures, declarations, documents etc submitted by the bidder. | Self Declarations on Rs. 500/- stamp |

Annexure-7

Declaration by the Bidder Regarding Qualification

(To be submitted along with the first part bid)

In relation to my/our Bid submitted to Director, State Insurance and PF department in response to their notice Inviting Bid No............................Dated......................... I/we hereby declare under section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that: -

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required in the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, nor have my/our affairs administered by a court or a judicial officer, nor have my/our business activities suspended and have not been the subject of legal proceedings for any of the foregoing reasons;
4. I/we and our directors or officers have not been convicted of any criminal offence related to my/our professional conduct or making false statement or misrepresentations as to my/our qualification in order to enter into a procurement contract within a period of three years preceding the commencement of this procurement process. Also, I/we have not been otherwise disqualified pursuant to debarment proceedings or black listed;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.

Date: Signature of bidder

Place: (With Office Seal)

Annexure-8

## Declaration

(To be submitted along with the first part bid)

I/We..................................................... ......having our Office at.............................. do hereby declare that I/We have read all the conditions of the bid provided to me / us by the Additional Director, State Insurance and SI&PF Department, (GIS) Room No. 201-B, IInd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur Rajasthan for the MUKHYAMANTRI MANGLA PASHU BIMA YOJANA for the tender period of One year. I/We declare that we are participating in this bid in the capacity of a Claim Processing Agency.

I/We further declare that the rates offered by us shall remain valid for the entire period of the contract. I/We have enclosed the following documents as per details given against each: -

Signature of the Bidder
(With Office Seal)

Annexure-9

Government of Rajasthan
State Insurance and Provident Fund Department
(General Insurance Fund)
IInd Floor, D-Block, Vitta Bhawan, Jyoti Nagar,
Jaipur, 302005

**Indicative Financial Bid Format**

| Item no. | Task | Units | Rate per animal (Excluding GST) | Rate per animal (in words excl. GST) |
|---|---|---|---|---|
| 1 | • Claim processing on the portal (approx 3.5 % of 21 lakhs animals) | 73,500 (Approx) | | |

Note: 1.This is an indicative format only, Please See BoQ at https://eproc.rajasthan.gov.in and fill as per the format available on eproc portal.

2. GST will be paid extra as per rate.

**Please do not Upload Scan copy of this Financial BID with Technical BID.**

Date:

Authorized Signatory

Name:

Designation:

Government of Rajasthan,
State Insurance and Provident Fund Department
(General Insurance Fund)
IInd Floor, D-Block, Vitta Bhawan, Jyoti Nagar,
Jaipur, 302005

ABBREVIATIONS & DEFINITIONS used MMPBY (Govt. Order dated ............................)

| | |
|---|---|
| Act | The Rajasthan Transparency in Public Procurement Act, 2012 , Rules 2013 |
| Authorised Signatory | The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm. |
| BG | Bank Guarantee |
| Beneficiary | Holder of Jan-aadhar Card . Successful beneficiary in the MMPBY |
| Bid/ e-Bid | A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal, or quotation in electronic format |
| Bid Security | A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents. |
| Bidder | Base Line Survey Agency |
| Bidding Document | Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid |
| BSA | Base Line Survey Agency |
| CMC | Contract Monitoring Committee |
| Competent Authority | An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement by the Director SI&PF in this bidding document. |
| Contract/ Procurement Contract | A contract entered into between the procuring entity and the successful bidder concerning the subject matter of procurement |
| Contract/ Project Period | commencing date of issue of Work order. |
| Day | Calendar day of the GOR calendar |
| DDO | Drawing Disbursing officer |
| Department | State Insurance and Provident Fund Department GoR. |
| DoIT& C | Department of Information Technology and Communications, Government of Rajasthan. |
| FIFO | First In First Out |
| GIS | General insurance scheme |
| GIF | General insurance Fund |
| GoR | Government of Rajasthan |
| GST | Goods and Service Tax |
| IFB | Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal) |
| INR | Indian Rupee |
| IRDA | Insurance Regulatory & Development Authority |
| IT | Information Technology |
| ITB | Instruction To Bidders |
| LD | Liquidated Damages |
| LoI | Letter of Intent |
| MMPBY | Mukhyamantri Mangla pashu Bima Yojna |
| NIB | Notice Inviting Bid |
| OIC | Officer In Charge |
| PAN | Permanent Account Number |

| | |
|---|---|
| PBG | Performance Bank Guarantee |
| PC | Procurement/ Purchase Committee |
| PQ | Pre-Qualification |
| PSD/ SD | Performance Security Deposit/ Security Deposit |
| GIS office | General Insurance Fund, SI&PF at Vitta Bhawan, Jaipur. |
| RISL | Raj COMP Info Services Limited |
| State Government | Government of Rajasthan (GoR) |
| State Public Procurement Portal | http://sppp.raj.nic.in |
| SI & PF | State Insurance & Provident Fund Department, GOR |
| Subject Matter of Procurement | Any item of procurement whether in the form of goods, services or works |