

Rajasthan Government
State Insurance and Provident Fund Department, Raj.
(General Insurance Fund),

IInd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur

Sr.No. F4(1) GIS/Store/MKBY/BSA-Proc/2023-24/1109

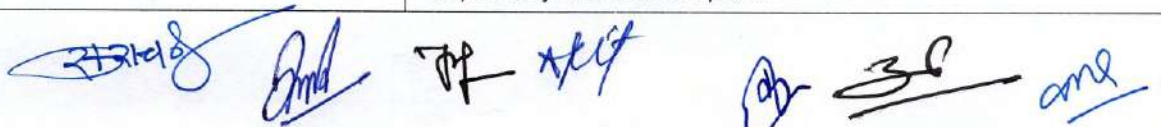
Date: 01.09.2023

Notice Inviting E-Bid

MKBY के अन्तर्गत दुधारू पशु गाय/भैंस का पंजीकरण, टैगिंग, दावा पंजीकरण संबंधी कार्य हेतु।

Bid Invitation for Rate Contract Through National Open Competitive Bidding for Implementing Mukhyamantri kamdhenu Bima yojna In Rajasthan Single Stage-Two envelop unconditional Bids as follow: -

Name Of Work	MKBY के अन्तर्गत दुधारू पशु गाय/भैंस का पंजीकरण, टैगिंग, दावा पंजीकरण संबंधी कार्य हेतु।
Estimated Cost	INR 50 Crores. only (inclusive of all taxes.)
Earnest Money Deposit (EMD)	<ul style="list-style-type: none"> • 2% of the estimated cost of procurement. • Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security. • Appropriate exemptions have been given to selected agencies as mentioned in Rule 42 of RTPP Rules 2013.
Cost Of Bid Document (Payable Online Through E-GRAS)	INR 10,000/- Ten Thousand Rupees only. (non-Refundable) through e-Gras.
RISL Processing Fee.	INR 2500/- (payable online through e- Gras) + applicable taxes. (non-Refundable)
Date Of Publishing Notice Inviting Bid (NIB) On Official Website, E-Procurement portal and SPPP portal Rajasthan.	Date: 01-09-2023
Date From Which Bidding Document Can Be Downloaded From E-Procurement Portal and Departmental Website.	Date: same as above
Date, Time and Place for Offline Pre-Bid Meeting/Conference	Date <u>05-09-2023</u> Time <u>3.00 PM</u> Place Room No. 201-B, D-Block Vitta Bhawan, Jaipur
Mode Of Submission of Pre-Bid Queries to The Procuring Entity.	Office Address State Insurance & Provident Fund Deptt. (General Insurance Fund) 2nd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur. Phone: 0141-2740219 E-mail add.gis.sipf@rajasthan.gov.in
Last Date and Time for Submitting Queries to The Procuring Entity. (Through Mail and Offline)	Date 05-09-2023 Time 03.00 PM
Pre-Bid Replies of Queries to Be Uploaded by Department.	Date 06-09-2023 Time 06:00 PM
Last Date and Time Submission of Bids On E-Procurement Portal	Date 11-09-2023 Time 02.00 PM
Date Of Opening of Bids (Technical)	Date 11-09-2023 Time 03.00 PM
Date Of Opening of Financial Bid	After Valuation of technical bid, bidder will be informed separately and also on portal



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1. **Brief History of SI&PF Department**

1.1 **About the 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. Initially the department started with only 8000 employees under its umbrella in 1943. At present, approximately 7.81 lakh SI Policy Holders and 9 lakh GPF account holders are being benefited under the schemes run by the department.

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 Controller of Insurance

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.

Cattle Insurance work is also undertaken by this department.

1.2 **About Mukhyamantri Kamdhenu Bima Yojana**

In the Budget speech of 2023-24 The Hon'ble The Chief Minister of Rajasthan announced **Mukhyamantri Kamdhenu Bima Yojana**.

Point number 183 of the speech says -

"Due to the existing limit of 50,000 animals under the present Central Animal Insurance Scheme, cattle farmers do not get assistance on untimely death of milch animals. In view of this, I now announce universal coverage for all cattle farmers in the state under Mukhyamantri Kamdhenu Bima Yojana with insurance of Rs.40,000 per animal for 2 milch animals for each family from the coming year. An annual expenditure of Rs.750 crore will be made for this and more than 40 lakh families will be benefited".

State Insurance & Provident Fund Department, (General Insurance Fund) GoR is the executive body for Mukhyamantri Kamdhenu Bima Yojna (MKBY). The

aim of MKBY is to provide Insurance coverage up to Rs. 40,000/- per animal to a beneficiary registered in Mukhyamantri Mahngai Rahat Camp 2023 for Kamdhenu Bima Yojna.

Under the Scheme maximum two milch animals (Two Cow or Two Buffalo or One Cow and One Buffalo) is to be insured, providing maximum support of Rs. 80,000/- to one beneficiary family. In other words, benefits under the scheme will be provided for only two animals (Two Cow or Two Buffalo or One Cow and One Buffalo) per family who are registered under Janadhar Card or have got themselves registered in Mukhyamantri Mahngai Rahat Camp 2023.

The GoR proposes to undertake 40 lakh families under the scheme, thereby covering 80 lakh milch animals (2 Cows/2Buffalo's or one cow and one buffalo).

2. Execution of the scheme

Mukhyamantri Kamdhenu Bima Yojana will be executed through State Insurance & Provident Fund Department. Office of Additional Director General Insurance Fund Jaipur known as the Procuring Entity, through a Service Provider known as the Base Line Survey Agency (BSA)/successful bidder.

All the procurements/bids etc. will be done as per the RTPP Act 2012 and RTPP Rule 2013.

2.1 Objective of the Scheme

The objective of the scheme is the management of risk and uncertainties related to the life of milch animals i.e., cows & buffalos, by providing a protection mechanism to the livestock owners against any eventual loss of their milch cows and buffaloes due to natural and accidental death and to provide the benefit of compensation of livestock to the owner of the milch animal.

2.2 Geographical Scope/Coverage of the Scheme

The Mukhyamantri Kamdhenu Bima Yojna will be implemented in all the Districts of the Rajasthan with the requisite infrastructural framework as applicable.

2.3 Animals/Livestock verification

The Scheme shall cover any Two milch animals (Cow/buffalo either or both) of the beneficiary. The benefit is restricted to Two milch animals cow/buffalo or both per household. Coverage shall be given to the beneficiaries registered in Mukhyamantri Mahngai Rahat Camp 2023 held by the GoR.

A Baseline survey Agency will be taken for baseline and verification work of the Livestock to be covered. The BSA should thus cover all the beneficiaries during the survey and record should be maintained of the families covered. Apart from covering all the eligible beneficiary under the scheme, the BSA shall ensure that all the **Mukhaymantri Guarantee Card** holders are covered/exhausted under the scheme.

At the time of Death of the animal the BSA should also ensure and verify the details for claim processing.

2.4 Definition Of Household

For the purpose of the scheme, the household will be defined on the same lines as defined in Janadhar card.

2.5 MKBY coverage for beneficiary family

Sr. n	Beneficiary details	Number of Animals to be covered per beneficiary	Type of animals to covered	Type of coverage	Sum assured per animal
1.	Janadhar card holder and registration under MGC for MKBY	Maximum 2	Milch animals. only cow / buffalo	Death Only (no PPTD)	Maximum upto 40,000/- per animal

2.6 Maximum & Minimum Valuation Price of The Animal

The minimum valuation of animal can be assessed by taking:

Rs. 3000/- for every litre daily yield of milk in case of cow and

Rs. 4000/- for every litre daily yield of milk in case of buffalo, subject to a maximum of Rs. 40,000/- (Per insured animal)

In case, of dispute in the valuation of the market price of the insured milch animal, the dispute of the price fixation would be settled by the district officer (JD/DD) of the Animal Husbandry Department and a representative from the SI&PF Department posted at the place district of dispute.

2.7 Valuation of The Insured Milch Animal

A milch animal will be insured for its current market price (maximum 40,000/-). The market price of the animal to be insured, will be assessed in the presence of:

- The Beneficiary
- The Agency representative of BSA and
- A registered veterinary practitioner

2.8 Age Of the insured animal for the purpose of insurance

Species of the Animal	Maximum age in year
Milch Cow	up to 10 years of age
Milch buffalo	up to 12 years of age

2.9 Digit Uid Number- of The Milch Animal

The animal insured will have to be properly and uniquely identified at the time of verification by tagging it. The ear tagging (Poly urethane tags having 12-

digit Number) will therefore be used and will be valid for identification of the animal.

2.10 Tagging of the animal and Loss of Ear Tag

The animal found fit for insurance will be tagged by representative of the BSA with 12-digit number tag.

In case of loss of the ear tag due to any reason, the beneficiary/owner of the animal shall immediately inform the agency and re-tagging to be done. The information of the lost tag to be mentioned in the data collected and uploaded.

2.11 Type of death covered under MKBY

- a) Death Only.
- b) If death is caused intentionally then the claim will not be eligible for payment.
- c) No temporary/Partial/Permanent disablement of the animal will be covered under the Scheme.

2.12 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. The claim in case of the accident (only) will be payable immediately after the issuance of the policy.

2.13 Payment in the event of death of the Beneficiary

In the event of death of the beneficiary/head of the family, benefits under the scheme will be continued at no additional premium in the name of the dependents of the beneficiary mentioned in the Janaadhar Card. For claims after the death of the beneficiary, the claim shall be settled in favour of the nominee mentioned in the bank account linked with Janaadhar of the beneficiary.

2.14 Dividing Work Among More Than One Bidder

If need be, then the Procuring entity may divide the work among two or more companies at the matching rate of L-1 according to the provisions Rule 74 of RTPP Rules 2013.

2.15 Right to Vary Quantity

The Procuring entity shall reserve its right to increase or decrease the quantity/value of the subject matter of procurement in consonance with Rule 73 of RTPP Rules 2013.

2.16 Extension Clause

The initial contract of BSA is for 6 months, can be extendable to three months as per Rule 73 of the RTPP Act 2012 RTPP Rule 2013, on mutually agreed terms and conditions between the Procuring Entity and the Service Provider/ successful bidder.

2.17 Manpower Requirement

The successful bidder shall provide sufficient manpower in order to ensure that the MKBY is implemented successfully in the state and base line survey is conducted as expeditiously as possible.

3. Request for Proposal (RFP)

Request for Proposal (RFP) for: -

MKBY के अन्तर्गत दुधारू पशु गाय/भैंस का पंजीकरण, टैगिंग, दावा पंजीकरण संबंधी कार्य हेतु।

Time duration: - For 6 months

Reference NO. F4(1) GIS/Store/MKBY/BSA-Proc/2023-24/1109 Dated:01-09-2023

Mode of Bid Submission	Online through E-Procurement/ E-Tendering system at http://eproc.rajasthan.gov.in
Procuring Entity	Additional Director SI&PF Department General Insurance Fund, Room No. 201-B, 2 nd Floor, D-Block, Vitta Bhawan, Janpath, Jaipur – 302005 (Rajasthan)
Date & Time of Pre-Bid meeting	Date: 05-09-2023 Time: 03.00 PM
Last Date & Time of Submission of Technical Bid	Date: 11-09-2023 Time: 11.00 AM
Last Date & Time of Submission of Financial Bid	Date: 11-09-2023 Time: 11.00 AM
Date & Time of Opening of Technical Bid	Date: 11-09-2023 Time: 03.00 PM
Date & Time of Opening of Financial Bid	After Valuation of technical bid, bidder will be informed separately and also on portal

Bidding Document Fee: Rs. < 10,000/- > (Rupees Ten Thousand only)

Details of the Bidding Company

Name of the Bidding Company/ Firm: -	
Contact Person (Authorised Bid Signatory):	
Correspondence Address:	
Mobile No./Telephone and Website & E-Mail:	

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**MKBY के अन्तर्गत दुधारू पशु गाय/भैंस का पंजीकरण, टैगिंग, दावा पंजीकरण
संबंधी कार्य हेतु।**

a) Pre-Bid and Bid Opening Place and office

<p>State Insurance & Provident Fund Deptt. (General Insurance Fund) 2nd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur Phone: 0141-2740219 add.gis.sipf@rajasthan.gov.in</p>
<p>Correspondence Address: Additional Director State Insurance & Provident Fund Deptt. (General Insurance Fund) D-Block, 2nd floor, Vitta Bhawan, Janpath, Jaipur-302006 (Rajasthan) Phone: 0141-2740219 Email- add.gis.sipf@rajasthan.gov.in website: www.sipf.rajasthan.gov.in</p>

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4. Invitation For E-Bid & Notice Inviting Bid

Reference no. F4(1) GIS/Store/MKBY/BSA-Proc/2023-24/1109

Dated:01-09-2023

Project Title	MKBY के अन्तर्गत दुधारू पशु गाय/भैंस का पंजीकरण, टैगिंग, दावा पंजीकरण संबंधी कार्य हेतु
Name & Address of the Procuring Entity	Ritu Nanda, Additional Director (GIS), SI&PF Department, Raj. Room No. 201-B, 2 nd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Janpath, Jaipur 302006 (Rajasthan) Phone: 0141-2740219 E-mail - add.gis.sipf@rajasthan.gov.in
Name & Address of the Head of office (General Insurance)	Ritu Nanda, Additional Director (GIS), SI&PF Department, Raj. Room No. 201-B, 2 nd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Janpath, Jaipur 302006 (Rajasthan) Phone: 0141-2740219 E-mail - add.gis.sipf@rajasthan.gov.in
Subject Matter of Procurement	Base Line Survey Agency (BSA)
Bid Procedure	Single-stage Two part (envelope) open competitive e-Bid procedure through http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Lowest Price (L-1) Method.
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	http://sppp.rajasthan.gov.in http://eproc.rajasthan.gov.in www.sipf@rajasthan.gov.in
Bid Document Fee	Bidding document fee: Rs. 10,000/- (Rupees Ten Thousand Only) through e-Gras in favour of "Additional Director, GIS" payable at "Jaipur". In budget head 0075-800-52-01 RISL Processing Fee: Rs. 2500/- + applicable taxes (Rupees Two Thousand five hundred only) through E-Gras in favour of "Managing Director, RISL" payable at "Jaipur". In budget head 8658-00-102-16-01
Estimated Value of the Bid	Rs. <u>50 Crores</u> . (In words Fifty Crores.)
Bid Security and Mode of Payment	Amount (INR): (i.e., 2% of bid value) Rs. <u>1 Crore</u> (In words One Crore.) Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee (in specified format), of a Scheduled Bank in favour of "Additional Director, SI&PF" payable at "Jaipur".
Performance Security as per RTPP Act	5% of the amount of actual cost of the bid/work assigned. Appropriate relaxations have been granted to bidders eligible for the same. As per Rule 75 of RTPP Act Rule 2013
Period of Sale of Bidding Document (Start/ End Date)	From 01-09-2023 to 11-09-2023 (online)
Manner, Start/ End Date for the submission of Bids	Online at e-Proc website (http://eproc.rajasthan.gov.in) Start Date: 01-09-2023 End Date: 11-09-2023 Time: 11.00 AM
Date/ Time/ Place of Pre bid	Date: 05-09-2023 Time: 03.00 PM Office of The Additional Director, General Insurance Fund, Room No. 201-B, 2 nd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Janpath, Jaipur 302006 (Rajasthan). Phone: 0141-2740219
Date/ Time/ Place of Technical Bid Opening	Date: 11-09-2023 Time: 03.00 PM Office of The Additional Director, General Insurance Fund, Room No. 201-B, 2 nd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Janpath, Jaipur 302006 (Rajasthan). Phone: 0141-2740219

Date/ Time/ Place of Financial Bid Opening	After Valuation of technical bid, bidder will be informed separately and also on portal
Bid Validity	90 days from the bid submission deadline

Note:

- Bidder (authorised signatory) shall submit their offer on-line in electronic formats both for technical and financial proposal. However, the tender fees, bid security RISL processing fees should be submitted through e-Gras and scanned copy of same should also be uploaded along with the technical Bid/Cover.
- In case, any of the bidders e-Gras challan cannot be defaced/verified by office of the **"Additional Director, General Insurance Fund" SI&PF Deptt. Jaipur/RISL Jaipur** then the bidder will not be eligible for the bid. The same will apply for **"Managing Director, RajCOMP Info Services Ltd."** Jaipur
- To participate in 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 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)
- RISL will not be responsible for any delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well in advance, so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- Bidders are also advised to refer **"Bidders Manual Kit"** available at e-Procurement website for further details about the e-Tendering process.
- 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: (<http://eproc.rajasthan.gov.in>)
Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
- The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 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.
- Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- **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 and Rules 2013 with GF&AR thereto, the latter shall prevail.**

(.....)

Additional Director, State Insurance & Provident Fund Department, (GIS) Jaipur.

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5. **INSTRUCTIONS TO THE BIDDERS**

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.
2. Whosoever intends to participate in this bid entitled, "MKBY के अन्तर्गत दुधारू पशु गाय/भैंस का पंजीकरण, टैगिंग, दावा पंजीकरण संबंधी कार्य हेतु ", 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/website> GoR.
3. The bidders are advised to study the Bid Document carefully before submitting the bids.
4. Bidder shall submit their offer/bid on-line in electronic formats both for technical and financial proposal through e-procurement portal.
5. In case, any of the bidders fails 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. The requisite fee(s) are to be paid online via E-Gras through single challan and as per the mode prescribed.
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 to avoid the last-minute issues like slow speed; congestion in website due to heavy load or any other unforeseen problems.
7. Bidders are also advised to refer "**Bidders Manual Kit**" available at e-Procurement website for further details about the e-Tendering process.
8. All the Bids shall be opened in the office of the Additional 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.
9. All the documents comprising of technical Bid shall be opened & downloaded from the e-Procurement portal and opened in the office of the Additional 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. Websites <http://sppp.rajasthan.gov.in> <http://eproc.rajasthan.gov.in>, www.sipf@rajasthan.gov.in
10. The provisions of the Rajasthan Transparency in Public Procurement Act, 2012, and of the Rajasthan Transparency in Public Procurement Rules, 2013 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 and the Rules, 2013, the latter shall prevail.



11. The copy of Challan of the Fee(s) paid may be submitted in hard copy also, as a cross check/verification of payment mechanism.
12. The Additional Director, State Insurance and Provident Fund, General Insurance Fund, Government of Rajasthan, Jaipur strictly prohibits Child Labour at any stage of the procurement process. The Procuring Entity encourages the bidders to take sufficient steps to identify, report, and address Child labour during the tenure of bid.

13. **Declarations to be submitted by the bidder**

- a) The bidder shall submit the following declaration under his sign and seal or through a representative of the bidder, authorized for the same:
 - I. The bidder shall submit a declaration 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 provided in section 46 of RTPP Act 2012.
 - II. This clause further implies that the bidder should not be a blacklisted or debarred firm on the date on which this bid has been invited.
 - III. 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.
 - IV. The bidder will submit the details (Names and Phone Numbers) of their minimum 1500 representatives for survey and tagging purpose. These details will be provided at all the district officers of SI&PF Department. by the successful bidder.
 - V. The affidavit of such declarations will be submitted by the bidder.

6. BIDDER ELIGIBILITY CRITERIA

6.1 Experience of the bidder

- a) The BSA may be a company /Partnership/LLP/Co-Operative Society at least 3-year-old, may refer point no. 9 of the Gazette notification No. 184 part 3 section 4 of India, issued to IRDA on 5th May 2017. (Hyderabad 20th April 2017)

Any kind of brokers, whether registered with IRDA or otherwise are not eligible to participate in this bid.

A group of companies where one company is promoter of other companies is also allowed to participate. The bidder must be at least 3 years old company. (may see 8(d))

- b) The BSA must be an Income tax and GST payee. company's GST registration and clearance certificate is necessary for participation in the bid. (PF and ESI as per rules, if required)
- c) The Base Line Survey Agency/Service Provider Agency should not have been blacklisted by any State Govt./ UT Administration/ Central Government or any PSU company /Insurers.

and

- d) The functional office of Base Line Survey Agency must be situated in Jaipur.
- e) The Base Line Survey Agency/Service Provider Agency must have staff at all Panchayat Samiti levels with at least 3 to 5 personnel at each Panchayat Samiti level, who are well acquainted with cattle tagging and have primary knowledge of animal husbandry and possess the eligibility of data collection and verification. The total well trained field staff, related to animal husbandry practices, must not be less than 1500 in all over the state of Rajasthan over last three year.
- f) The Base Line Survey Agency / Service Provider Agency must have worked with minimum three general insurance companies out of which at least one general insurance company must be public sector general insurance company licensed by the IRDAI for the relevant rural risk management, Experience in Rural Insurance Services under Government Insurance Schemes such as National Livestock Mission, Other Livestock Insurance Schemes, Risk Management & Insurance, etc. in past 03 years in at least one state of India.
- g) A self-certified/self-declaration to this effect shall mandatorily be submitted by the bidder or an authorized representative of the bidder, along with a relevant experience certificate.
- h) The BSA must have experience of field survey related activities of Government Insurance Schemes such as National Livestock Mission, Other Livestock Insurance Schemes, Risk Management & Insurance, etc in at least 2 states other than Rajasthan.
- i) Experience certificate and mandates issued by insurance companies/PSU's/Government Departments to be enclosed by the bidder.
- j) The BSA must have experience of performing survey or other related work of 5,000 animals in last three years (Self Declaration)
- k) The bidder must have a minimum annual average turn-over of Rs. 15 Crores. during last 3 Financial years (2020-21, 2021-22 and 2022-23) from the business of General Insurance and Animal Insurance. If FY 2022-23 is not available then 2019-20, 2020-21 and 2021-22
- l) The BSA should have sufficient and trained field staff, ensuring prompt disposal of claims, queries and work associates with the scheme.
- m) The BSA must have at least 05 qualified, skilled, trained registered veterinary doctors with relevant experience in the activities mentioned under the scope of this document.
- n) The BSA will be responsible for collection of survey documents from concerned beneficiary and delivery of insurance policy within stipulated time or any other work assigned for the purpose of successful functioning, implementation and supervision of the scheme.

6.2 Annual turnover of the bidder

- a) The bidder must have a minimum annual average turn-over of Rs. 15 Crores. during last 3 Financial years (2020-21, 2021-22 and 2022-23) from the business of General Insurance and Animal Insurance. If FY 2022-23 is not available then 2019-20, 2020-21 and 2021-22
- b) An annual turnover lesser than the prescribed shall be termed as non-responsive bid.

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- c) The bidder shall submit the proof of annual turnover, through audited balance sheets, duly certified by a practicing C.A., with the bid document.

6.3 Disqualification of a Bidder

The bidder may be disqualified in case:

- a) The information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
- b) The information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
- c) The procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to prequalify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

6.4 Every bidder participating in procurement process shall

- a) Not be insolvent, in receivership, bankrupt or being wound up,
- b) Not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal.
- c) Proceedings for any of the foregoing reasons;
 - i. Not have, their 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;
 - II. Not have a conflict of interest as may be prescribed and specified in the pre-qualification documents, bidder registration documents or bidding documents, which materially affects fair competition;
 - III. Fulfil any other qualifications as may be prescribed.

7. Bid Validity and its Sale

7.1 Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid

security, is considered to have refused the request to extend the period of validity of its Bid.

7.2 Sale of Bid Document

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped on the date & time as specified in NIB. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- b) The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft or banker's cheque.
- c) Bidding documents purchased by Principle of any concern may be used by its authorized sole representative only.

7.3 Changes in the Bid Document

- a) At any time, prior to the deadline for submission of 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 documents 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 entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders 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 originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:
- e) Provided that the Bid last submitted, or the Bid as modified by the bidder, shall be considered for evaluation.

7.4 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.



7.5 Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

7.6 Bid Security

- a) Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.
- b) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- c) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- 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 confirm the 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) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does 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 creditworthy.
- i) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- j) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - I. When the bidder withdraws or modifies its bid after opening of bids.
 - II. When the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period.
 - III. 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.
 - IV. When the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - V. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- k) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- l) No interest shall be payable on the bid security.
- m) 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. The Performance security will demand as per the advance released.

and

- n) The procuring entity shall promptly return the bid security after the earliest of the following events, namely: -
- I. The expiry of validity of bid security.
 - II. The execution of agreement for procurement and performance security is furnished by the successful bidder.
 - III. The cancellation of the procurement process; or
 - IV. The withdrawal of bid prior to the deadline for presenting bids unless the bidding documents stipulate that no such withdrawal is permitted.

7.7 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. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case 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, reasonable time is available 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 as the publication of initial bidding document. 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.

7.8 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 under the section "Bidder's Manual Kit".
- b) Bids withdrawn once shall not be opened and processed further.

7.9 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 authorised Representatives.
- b) The committee authorised by the SI&PF Department for the opening bid and its other procedures may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The said 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.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL and Mukhyamantri Kamdhenu Bima Yojana (MKBY) SI&PF Department.
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -

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- I. Bid is accompanied by bidding document fee, bid security and processing fee (if applicable);
- II. Bid is valid for the period, specified in the bidding document.
- III. Bid is unconditional and the bidder has agreed to give the required performance security; and
- IV. Other conditions, as specified in the bidding document are fulfilled.
- V. Any other information which the committee may consider appropriate.
- VI. No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- VII. 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.

7.10 Selection Method

- a) The selection method is the lowest price (L-1 method).
- b) In the event the more than one bidder quotes the same lowest price, then the bid securing the highest technical ground will be adjudicated as the best value Bid.

7.11 Clarification of Bids

- a) 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.
- b) 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.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) 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.

8. 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

and

d) Documents 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)	Instrument/ Proof of submission (PDF)
3.	Bid Security/EMD	Instrument/ Proof of submission (PDF)
Eligibility Documents		
1.	Bidder Profile/ Tender Form	As per Annexure enclosed
2.	Bidder Authorisation Certification	As per Annexure enclosed
Technical Parameter		Document Required
1.	The BSA may be a company /Partnership/LLP/Co-Operative Society at least 3-year-old, may refer point no. 9 of the Gazette notification No. 184 part 3 section 4 of India, issued to IRDA on 5 th May 2017. (Hyderabad 20 th April 2017)	Registration Certificate
2.	The BSA must be empanelled by at least one Public/Private sector insurance company for the services specified in the tender.	Empanelment letter
3.	The BSA must be Income Tax & GST payee. Registration and Clearance Certificate necessary. (PF&ESI as per rules when required)	Relevant Certificates issued by authorities
4.	The BSA should not have been blacklisted by any State govt./ UT Administration/ Central Government / PSU Insurers	Self-Declaration
5.	The Functional office of Base Line Survey Agency/Service Provider Agency must be situated in Jaipur.	Self-Declaration
6.	The Agency must have employees having sound knowledge of how the survey is to be conducted. They should have knowledge of computers, so that the entries for the survey are done correctly by them. The team leader should have knowledge of Data Processing.	Certificate Issued by competent authority
7.	No employee of the procuring entity (or his family member) should be associated with the Base Line Survey Agency.	Self-Declaration
8.	In case of any dispute, jurisdiction will be Jaipur only	Self-Declaration

and

9.	The average annual turnover of the BSA/bidder must be at least 15 Crores in last three financial years.	Certificate Issued by competent authority
10.	The BSA will take services of registered veterinary doctor/ practitioner while conducting the survey. Also take legal assistance as and when required.	Self-Declaration
11.	The BSA must have staff at all Panchayat Samiti levels with at least three to five personals at each Panchayat Samiti level, who are well acquainted with cattle tagging and have primary knowledge of Animal Husbandry and possess the eligibility of data collection and processing. The total well trained field staff must not be less than 1500 in all over the state of Rajasthan.	self-Declaration with details.
12	The Base Line Survey Agency / Service Provider Agency must have worked with minimum three general insurance companies out of which at least one general insurance company must be public sector general insurance company licensed by the IRDAI for the relevant rural risk management, Experience in Rural Insurance Services under Government Insurance Schemes such as National Livestock Mission, Other Livestock Insurance Schemes, Risk Management & Insurance, etc. in past 03 years in at least one state of India.	self-Declaration with copy of Government orders

e) Evaluations of Technical Bids

- I. The Technical Bids shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- II. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- III. The number of firms qualifying 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.
- IV. The bidders who qualifies in the technical evaluation shall be informed in writing about the date, time, and place of opening of their financial Bids.

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f) Tabulation of Technical Bids

- I. The Technical Bids shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- II. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.

g) Firms Qualifying in technical Bid

- I. The number of firms qualifying 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.
- II. The bidders who qualifying in the technical evaluation shall be informed in writing about the date, time, and place of opening of their financial Bids.

h) Evaluation & Tabulation of Financial Bids

- I. 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: -
 - For two part/ cover Bid system, 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 committee in 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 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 specified in the bidding documents shall only be applied.
 - The offers shall be evaluated on lowest price (L-1) method.
 - The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer, among technically qualified bidder, for acceptance to the procuring entity.
 - The members of bids evaluation committee shall give their recommendations below the table regarding bidder having lowest offer, among technically qualified bidder, and sign it.
 - It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.
 - The bidder shall submit Bill of services (BOS) for evaluation.

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i) **Documents to be included for the Financial bid to be submitted in separate envelope**

Sr. No.	Documents Type	Document Format																				
1.	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure - 4																				
2.	The Financial Bid to be submitted for: <table><tr><th>Item no.</th><th>Task</th><th>Units</th><th>Rate per Unit (including all taxes)</th></tr><tr><td>1</td><td>A. Registration of the beneficiary and the milch animal (As per scope of work)</td><td>80 Lakh milch animals (Approx)</td><td></td></tr><tr><td></td><td>B. Tagging of milch animal</td><td>40 Lakh milch animals (Approx)</td><td></td></tr><tr><td colspan="2">Total</td><td></td><td></td></tr><tr><td>2</td><td>• Claim registration on the portal</td><td>Approx. 3% of 80 Lakh milch animals</td><td></td></tr></table> <p>The above work of the milch animal (cow/buffalo) under MKBY for survey and tagging of 80 lakh animals (approx.) and for field management of the post mortem Units.</p> <ul style="list-style-type: none">★ The tags will be made available by SI&PF Department/Animal Husbandry Deptt.★ Facility of veterinary doctor will be made available by Animal Husbandry Department.★ The BSA shall not be liable for payment of fees of the Doctors of Department of Animal Husbandry.		Item no.	Task	Units	Rate per Unit (including all taxes)	1	A. Registration of the beneficiary and the milch animal (As per scope of work)	80 Lakh milch animals (Approx)			B. Tagging of milch animal	40 Lakh milch animals (Approx)		Total				2	• Claim registration on the portal	Approx. 3% of 80 Lakh milch animals	
Item no.	Task	Units	Rate per Unit (including all taxes)																			
1	A. Registration of the beneficiary and the milch animal (As per scope of work)	80 Lakh milch animals (Approx)																				
	B. Tagging of milch animal	40 Lakh milch animals (Approx)																				
Total																						
2	• Claim registration on the portal	Approx. 3% of 80 Lakh milch animals																				

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 of the required documents or submission of the documents in a different format/ content may lead to the rejections of the Bid submitted by the bidder.

j) **Acceptance of the successful Bid and award of contract**

- I. The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, 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.
- II. 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.
- III. Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- IV. A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- V. The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification

criteria fixed for the bidders in the bidding document for the subject matter of procurement.

- VI. 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.
- VII. 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 given in 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.
- VIII. 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.
- IX. The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

k) Procuring entity's right to accept or reject any or all Bids

- I. 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: -

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

9. Brief Scope of Work

- i. State Insurance & Provident Fund Department (General Insurance Fund) intends to engage a Base Line Survey Agency (BSA) for Base Line Survey which will provide Beneficiary details along with the details of the milch animals (maximum 2 in number) to be covered under the scheme. The BSA will visit each beneficiary who has got itself registered in Mukhyamantri Mahngai Rahat Camp and is the holder of Janadhar card. The BSA will compile all the data like: name of the beneficiary, his Janaadhar number, animal details, animal photographs etc. and will upload on the portal of the scheme.
- ii. The baseline survey agency will also ensure to visit the beneficiary (within 4 hours from intimation) when any of the insured animal of the beneficiary dies. During this visit, he will coordinate with the veterinary doctor to conduct the

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post mortem of the dead animal and ensure uploading the post mortem report along with other details.

- iii. The number of hours calculated for the purpose of post mortem shall be counted during the period between sunrise and sunset only

After the post mortem is conducted, he will ensure uploading of documents at the time of the claim

- Three photographs of the dead animal comprising of Dead animal with tag, clearly showing its numbers.
 - Post mortem photo and report
 - In case the animal dies because of any natural calamity and the post mortem cannot be performed then the **Panchnama** will be filled and submitted as per the form attached.
 - Complete photo of dead animal with the beneficiary holding his Janaadhar card
 - collection of the physical tag and submitting it to the SI&PF Department
 - Original Assurance Certificate
 - Details of the bank account of the Beneficiary.
 - Details of the Intimation received
- a) He will also match all the details of the beneficiary as were given by the beneficiary during the baseline survey. He will also ensure collecting the tag of the dead animal.
- b) The BSA will also ensure to check if the animal is insured from any other agency through any other government scheme and mention the same in the collection data information.

9.1 SCOPE OF WORK, DELIVERABLES & TIMELINE (BLS)

i. Base Line Survey –

- a) Verifying the data of the registered family with the Janadhar/registration in MRC for MKBY.
- b) Collection of the required documents from the beneficiary as per the list provided by the SI&PF Department.
- c) In case of any dispute of data collection the same shall be intimated to the SI&PF Department.
- d) Storage of all the information collected in electronic format and sharing of the same with the SI&PF Department.
- e) Coordinating with the veterinary doctor for his availability during the survey.
- f) Ensuring the photograph of the animal, Fitness Certificate of the animal and other specification as per the scheme requirement.
- g) Tagging of the animal.
- h) 3 photographs (1 photograph of the beneficiary with the Janadhar card and the insured animal clearly showing the details. Second photograph of the insured animal displaying the tag clearly, Third photograph of the tag number of the insured animal).
- i) After successful verification of the required documents and information uploading the same on the portal on the same day.
- j) Submit a report on day-to-day basis of the data collected.
- k) Where, there is no internet connectivity, the data will be collected offline and will be ensured its uploading on the same day on app/portal.
- l) The electronic equipment and internet facility/data connection will be provided by BSA.

and

9.2 At the time of claim

The baseline survey agency will also ensure to visit the beneficiary (within 4 hours from intimation) when any of the insured animal of the beneficiary dies. During this visit, he will coordinate with the veterinary doctor to conduct the post mortem of the dead animal and ensure uploading the post mortem report along with other details.

The number of hours calculated for the purpose of post mortem shall be counted during the period between sunrise and sunset only

9.3 Documents for data processing and its collection at time of the claim

- i. Photograph of the animal (3 Nos.),
- ii. availability of the surveyor and the beneficiary at the time of tagging of the animal and while issuing the health certificate of the animal,
- iii. Photograph of the Tag and while tagging the animal,
- iv. Details of the Beneficiary Janadhar Card, other documents etc as per MKBY requirement.

9.4 Data collection Procedure

- i. Visiting the beneficiary house hold
- ii. Verifying the beneficiary details as mentioned in the Janadhar card
- iii. Physical verification of the animal which is to be insured.
- iv. Selection of the best two animals, in case the beneficiary has more than 2 animals.
- v. Ensuring that the insured animal is cow/ buffalo only.
- vi. Ensuring that the animals selected for insurance are fit in health and are not suffering from any disease.
- vii. Getting the UID tagging done by the veterinary doctor in his presence.
- viii. Getting the health certificate issued by the veterinary doctor in his presence.
- ix. Ensuring issuance of the animal health certificate

9.5 Processing of the collected information

- I. For uploading the information collected data charge /hardware will be provided to the agent by the Service Providing Agency.
- II. After successful verification of the details of the beneficiary, upload all the information on the MKBY portal

9.6 Activities to be under taken by BSA

- i. The BSA shall set up a separate office in Jaipur to provide BSA services to SI&PF (GIF) department.
- ii. The BSA shall maintain a helpdesk at the office of the Additional Director (GIS) and a representative of the BSA shall be available on the helpdesk during working hours of the office. The representative managing the helpdesk shall provide daily update on claims received and settled on daily basis. The access to all the process under taken by the BSA for the purpose of claim settlement will be shared with the entities of the SI&PF office.
- iii. BSA shall provide a six line for help line (24*7), the cost of which shall be borne by the BSA.

- iv. Claims can be reported through landline or mobile phone.
- v. The BSA shall submit a monthly report by e-mail / hard copy to SI&PF office. A bi-weekly meeting of BSA Project Heads with Additional Director GIS will be held to analyze the day to day working of BSA.
- vi. Storing of all the Documents: The BSA shall store all survey documents in electronic format. In case of any dispute or unsatisfactory survey, the beneficiary shall have the right to approach the Director of SI&PF department for his dispute settlement. The right to appeal will be mentioned by the BSA in every repudiation of the survey done, as an advice, as mentioned in the clause above.
- vii. The beneficiary must submit all supporting documents relating to the base line survey with BSA on the day of the survey or within 15 days from the date of the commencement of the survey.
- viii. At the end of each month, a statement showing the number of animals covered or repudiated etc. will be provided to Director and Additional Director, GIS (MKBY).
- ix. Deficiencies in the required data: In case the data given to BSA does not comply with the requirement and is not sufficient for the purpose of BSA services, the BSA will intimate the same to the Authority.

10. Project Deliverables & Timelines

Sr.no.	Scope of Work (I)	Activity (II)	Deliverable (III)	Delivery Schedule (In days) (IV)
*T represents the Date of issuance of the work order under MKBY				
1	Office Setup	<ul style="list-style-type: none"> Bidder will set-up a dedicated project office at Jaipur Bidder will also set up offices at all District levels. 	Bidder will identify suitable office space for the deployment of project team. Bidder will set-up a dedicated project office in Jaipur and Districts (Allocated districts) equipped with all required IT equipment's & furniture's Deployment of Appropriate Manpower including Full-time Project Manager/surveyor, Team of Experts & clerical staff	T + 15 days
2	Helpdesk Setup	Bidder will set-up a dedicated helpdesk in the space provided by MKBY office Department	Setting up a dedicated helpdesk of six telephone dedicated lines (toll free) in the space provided by MKBY office in Jaipur. Bidder will purchase & deploy all required IT equipment's & furniture's in the helpdesk Bidder will install one dedicated telephone line Deployment of Manpower as specified in RFP document	T + 10 days

and

3	Visit to the field and completing the survey	i. Deployment of dedicated team ii. Data & Knowledge Transfer iii. Preparation of MIS reports	Bidder will deploy dedicated Surveyor for visiting the site/field BSA shall deploy appropriate team to dispose all works within given time Team will prepare all necessary MIS reports.	T+ 15 days
4	Visit of the agency team to the field/site where an animal death has occurred Ensuring that the visit is timely	Preparation of MIS reports of the deaths reported and the post mortem conducted	The BSA will ensure that no pendency is created. Team will prepare all necessary Monthly MIS reports to be submitted to MKBY office.	From the date of issue work order.

11. Payment Terms & Schedule

- I. The payment to the selected bidder/ BSA shall be based on the rate approved for the contract by the Government.
- II. The bidder shall submit a bank guarantee of Rs. 7.5% of total project cost.
- III. A mobilization advance at the rate of 5% of the total project cost will be given to the base line survey agency. After 75% of the mobilization advance is exhausted, then only next instalment of payment will be released. Maximum advanced at any time will not be more 5% of the total value of the bid.
- IV. All penalty & taxes will be applicable as per the provision of the RTPP Act 2012 and RTPP Rule 2013.
- V. Payments to the selected bidder/BSA shall be made on the basis of work performance after successful completion of the target milestones (75% of the advance utilized).
- VI. Invoices to be raised along with progress report, by the selected bidder/BSA upon completion of required milestone. All payments shall be made based on work completed and approved by MKBY office.
- VII. The BSA will provide all reports required under the project on monthly and on demand basis.



- VIII. Any delay in the approval of the deliverable(s) submitted by the BSA to Department shall not account for the delay on Department's part.
- IX. The selected bidder/BSA's request for payment 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 fulfilment of all the obligations stipulated in the Contract.
- X. Due payments shall be made after necessary clearances by the department after submission of an invoice or request for payment by the selected bidder/BSA.
- XI. The currency or currencies in which payments shall be made to the selected bidder/BSA under this Contract shall be Indian Rupees (INR) only.
- XII. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- XIII. Taxes, as applicable, will be deducted at the time of the payment / paid as per the prevalent rules and regulations.

12. Penalty Terms & Conditions

- I. The selected bidder/ BSA is expected to dispose all survey related works within given stipulated time from day of allotment of the contract. If BSA fails in delivering the required services due to reasons attributable to him i.e., delay in disposal of services within defined timeframe, the cumulative penalty, as applicable, would be imposed while processing the payment.
- II. The nodal officer of MKBY (Officer of GoR) along with the Team Leader of BSA 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.
- III. 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 BSA, the same shall be charged from BSA.
- IV. The penalty amount will be calculated based on defined time frames as mentioned below:

Sr.no.	Total Number of Targeted animals	Duration for Completion of Survey and Tagging	Penalty Imposed on BSA
1	80 Lakh (approx.)	(The date, place and timing for the slot on portal for baseline survey will be determined by Animal Husbandry Deptt. and	1- If, the BSA representative does not report at designated place on date and time of slot for survey, then BSA will be penalized by Rs. 1000/- per slot/camp. 2- If, the BSA representative does

		same will be share with SI&PF and BSA)	not report at the time of claim, then BSA will be penalized by Rs. 750/- per claim. 3- For delay in setting up district office, head office and help desk setup by BSA, the penalty of Rs.500/- per day will be imposed on BSA.
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Penalties for the works defined in the Bid (**As mentioned in point 10**) will be imposed as per the GF&AR.

13. Determination of Responsiveness

- a) The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b) A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
- c) "Deviation" is a departure from the requirements specified in the bidding document
- d) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- e) "Omission" is the failure to submit part, or all the information or documentation required in the bidding document.
- f) **A material deviation, reservation, or omission is one that, If accepted, shall: -**
 - I. Affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - II. Limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
 - III. If rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
 - IV. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation, or omission.
 - V. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

13.1 Non-material Non-conformities in Bids

and

- I. The bid evaluation committee may waive any non-conformity in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- II. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ 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.
- III. The bid evaluation committee may rectify non-material non-conformities or omissions on the basis of the information or documentation received from the bidder under (2) above.

13.2 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 bid conditions, 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: -

- I. The Bid is technically qualified.
- II. The price quoted by the bidder is assessed to be reasonable.
- III. The Bid is unconditional and complete in all respects
- IV. There are no obvious indicators of cartelization amongst bidders; and
- V. The bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document.
- VI. 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.
- VII. In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- VIII. 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.

14. Right to vary quantity

- I. At the time of award of contract, works or services originally specified in the bidding documents may be increased, but such increase shall not exceed 50% of the quantity specified in the bidding documents. It shall be without



any change in the unit prices or other terms and conditions of the Bid and the bidding documents.

- II. If the procuring entity 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.
- III. Repeat orders for extra services 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 value of services of the original contract.

15. Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders for timely and proper execution of the work assigned 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) **Performance security shall be furnished in any one of the following forms: -**
 - I. Deposit through e-GRAS
 - II. Bank Draft or Banker's Cheque of a scheduled bank.
 - III. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Postmaster.
 - IV. 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 for bid security.
 - V. 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.

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- VI. Performance security furnished in the form specified above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

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

- I. When any terms and condition of the contract is breached.
- II. When the bidder fails to make complete works satisfactorily.
- III. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document – (Section-7 and Code of Integrity Section-11 of RTPP Act 2012)

Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.

No interest shall be payable on the PSD.

16. Execution of agreement

- I. A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- II. 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 given to the successful bidder.
- III. 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.
- IV. 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.

17. Confidentiality

- a) 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: -
- I. Impede enforcement of any law
 - II. Affect the security or strategic interests of India
 - III. Affect the intellectual property rights or legitimate commercial interests of bidders



- IV. Affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- V. The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- VI. The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (6.28.1) above.
- VII. 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.

18. Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be re-opened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it –

At any time prior to the acceptance of the successful Bid; or

After the successful Bid is accepted

The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.

The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.

If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.

- c) If a bidder is convicted of any offence under the Act, the procuring entity may: -

cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into.

Rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

- d) Disclosure of conflict of interest

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- I. Disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- II. 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,

e) The procuring entity may take appropriate measures including: -

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

f) Interference with Procurement Process

A bidder, who: -

- I. Withdraws from the procurement process after opening of financial bids
- II. Withdraws from the procurement process after being declared the successful bidder
- III. Fails to enter into procurement contract after being declared the successful bidder
- IV. Fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be. Punished with fine. Which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

g) Offenses by Firms/Companies

- I. 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.
- II. 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.
- III. 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

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deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

19. Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence:
 - I. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - II. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time 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.
- III. A bidder debarred under above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- IV. 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.
- V. 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.
- VI. 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.

20. Monitoring of Contract

- I. An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- II. During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of service delivery is in proportion to the total delivery period given, if the entire quantity of service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.
- III. If delay in delivery of service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- IV. Any change in the constitution of the Agency, etc. shall be notified forth with by the contractor 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.
- V. No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless 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 discharge for any of the purpose of the contract.

- VI. 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.

21. Information from the bidder

- I. Any change in the constitution of the firm, etc. shall be notified forth with by the contractor 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.
- II. No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless 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 discharge for any of the purpose of the contract.
- III. 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.

22. Limitation of Liability

- I. Except in cases of gross negligence or wilful misconduct: -
- II. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- III. The aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

23. Force Majeure

- I. The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- II. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the

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Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- III. If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the Mukhyamantri Kamdhenu Bima Yojna (MKBY) office in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by Mukhyamantri Kamdhenu Bima Yojna (MKBY) office, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- IV. If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- V. In case a Force Majeure situation occurs with the MKBY, the MKBY may take the case with the supplier/ selected bidder on similar lines.

24. Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
- b) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

25. Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity includes provisions for: -

Prohibiting

- I. 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
- II. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- III. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness, and progress of the procurement process
- IV. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain
- V. any financial or business transactions between the bidder and any officer or employee of the procuring entity



- VI. 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
- VII. any obstruction of any investigation or audit of a procurement process

26. Termination

26.1 Termination for Default

- a) The tender sanctioning authority of MKBY may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
- b) If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by Mukhyamantri Kamdhenu Bima Yojna (MKBY); or
- c) If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- d) If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- e) If the supplier/ selected bidder commits breach of any condition of the contract.
- f) If MKBY terminates the contract in whole or in part, amount of PSD may be forfeited.
- g) 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.
- h) As on effective date of termination, Tendering Authority may pay:
- i) The unpaid value of all the assets supplied by the Bidder and accepted by the purchaser in accordance with the RFP specifications in order to take over the possession of the assets / application.
- j) All the services delivered by the Bidder and accepted by the purchaser; the consideration payable shall be based on service rate as per agreement.



26.2 Termination for Insolvency

MKBY 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 MKBY.

26.3 Termination for Convenience

- a) MKBY office, by a written notice of at least 30 days sent to the supplier/ selected bidder, may 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.
- b) Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- c) To have the service completed and executed as per the Contract terms and conditions.

27. Exit Management

27.1 Preamble

- a) The word 'parties' include the procuring entity and the selected bidder.
- b) This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
- c) In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- d) The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

27.2 Transfer of Assets

- a) The selected bidder may continue work on the assets for the duration of the exit management period which may be a six-month period from the date of expiry or termination of the agreement, if required by MKBY to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.



- b) The selected bidder, if not already done, will transfer all the Software Licenses under the name of the MKBY as desired by the procuring entity during the exit management period.
- c) Mukhyamantri Kamdhenu Bima Yojna (MKBY) office during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide SI&PF or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
- d) Upon service of a notice, as mentioned above, the following provisions shall apply: -
- e) In the event, if the assets which to be transferred to MKBY mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to MKBY or its nominated agencies.
- f) All title of the assets to be transferred to MKBY or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.
- g) 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 MKBY.
- h) That the products and technology delivered to MKBY 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 apart from the locations mentioned in this bidding document without prior written notice and approval of MKBY. Supplied hardware, software & documents etc., used by selected bidder for MKBY shall be the legal properties of MKBY.
- i) Cooperation and Provision of Information during the exit management period
- j) The selected bidder will allow MKBY or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable MKBY or its nominated agencies to assess the existing services being delivered.
- k) 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, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. MKBY 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 MKBY or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by MKBY or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

27.3 Confidential Information, Security and Data

- a) The selected bidder will promptly on the commencement of the exit management period supply to MKBY or its nominated agencies the following:
- b) Documentation relating to Intellectual Property Rights
- c) Project related data and confidential information
- d) All current and updated data as is reasonably required for purposes of MKBY or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by MKBY or its nominated agencies; and
- e) All other information (including but not limited to documents, records, and agreements) relating to the services reasonably necessary to enable MKBY or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to MKBY or its nominated agencies, or its replacement operator (as the case may be).
- f) Before the expiry of the exit management period, the selected bidder shall deliver to MKBY or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

27.4 Transfer of certain agreements

- a) 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 favour 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 MKBY or its nominated agencies, or its replacement operator.
- b) 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 MKBY or its nominated agencies, and/ or any replacement operator in order to inventory the assets.



28. General Obligations of the selected bidder

- I. 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 MKBY 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.
- II. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

28.1 Exit Management Plan

- I. The selected bidder shall provide MKBY or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the Service Level Agreement (SLA) as a whole and in relation to the Project Implementation, the Operation and Management Service Level Agreement (SLA) and Statement of Work (SOWs).
- II. A detailed program of the exit 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 exit process or until the cessation of the services and of the management structure to be used during the transfer; and
- III. 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 MKBY operations as a result of undertaking the exit; and
- IV. If applicable, proposed arrangements and plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to MKBY or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
- V. Each Exit Management Plan shall be presented by the selected bidder to and approved by MKBY or its nominated agencies.
- VI. In the event of termination or expiry of SLA, Project Implementation, Operation and Management Service Level Agreement (SLA) or Statement of Work (SOWs) each party shall comply with the Exit Management Plan.
- VII. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
- VIII. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- IX. It would be the responsibility of the selected bidder to support new operator during the transition period.



- X. Training, handholding, and knowledge transfer
- XI. The selected bidder shall hold technical knowledge transfer sessions with designated technical team of MKBY participating departments in the last 3 months of the project duration.

29. Appeals

29.1 The officer or authority to which an appeal may be filed shall be:

The first Appellate Authority for all disputes will be the Director, SI&PF, GoR.
The second Appellate Authority for all disputes will be the Secretary Finance (Exp), GoR

29.2 Settlement of Bid related Disputes

General:

If any dispute arises between the supplier/ selected bidder and MKBY office 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 supplier/ selected bidder.

Standing Committee for Settlement of Disputes shall consist of following members: -

1	Secretary Finance (Exp)	:	Chairman
2	Director, State Insurance and Provident Fund	:	Member
3	Financial Advisor/Chief Account Officer, State Insurance and Provident Fund	:	Member
4	Additional Director, MKBY	:	Member
5	A Legal Expert to be nominated by the Chairman	:	Member

29.3 Procedure for reference to the Standing Committee:

The supplier/ selected bidder shall present his representation to the Director, State Insurance and Provident Fund (MKBY) along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the MKBY's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and MKBY.

29.4 Arbitration

1. The provision and mechanism of Arbitration shall be governed by the Arbitration and Conciliation Act 1996.
2. In event of any dispute or difference between the Procuring Entity and the service provider/insurance company, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Department of Animal Husbandry and Dairying, GoR.
3. The provision of Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration proceedings. The Venue of such arbitration shall be at Jaipur. The language of arbitration proceedings shall be English/Hindi. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on both the parties. The cost of the arbitration shall be shared equally by both the parties signing the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the either party itself

29.5 Legal Jurisdiction:

All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court the jurisdiction of filing such dispute will be Jaipur only.



[Reference No.]

Addressed to:

Name of the Tendering Authority	Additional Director, SI&PF Department (GIS)
Address	Room No. 201-B, IInd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur 302005 (Rajasthan). Phone: 0141-2740219 E-mail - add.gis.sipf@rajasthan.gov.in
Telephone	Phone: 0141-2740219
Email	add.gis.sipf@rajasthan.gov.in (clearly mention the NIT no. in the subject of the mail)

Firm Details:

Name of Firm				
Name of Contact Person with Designation				
Registered Office Address				
Address of the Firm				
Year of Establishment				
Type of Firm Put Tick () mark	Public Limited	Private Limited	Partnership	Proprietary
Telephone Number(s)				
Email Address/ Web Site	Email:	Website:		
Fax No.				
Mobile Number	Mobile:			
Certification/Accreditation/Affiliation if Any				
No. of legal suit against BSA				
Any preventive action taken by any statutory authority				

The requisite tender fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide receipt no. _____ dated _____.

The requisite RISL processing fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide receipt no. _____ dated _____.

The requisite EMD amounting to Rs. _____/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. /BG No. _____ dated _____.

We 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:

Contact Person: _____

Name & Seal of the firm: _____

Authorized Signatory: _____



To,

{Procuring entity},

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 is 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: _____



(On rupees 100/- non judiciary stamp paper)

To,

{Procuring entity},

In response to the NIB Ref. No. _____ dated _____ for
{Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of
_____, I/ We hereby declare that presently our
Company/ firm _____, at the time of bidding, -

Possess the necessary professional, technical, financial, and managerial resources and competence required by the Bidding Document issued by the Procuring Entity. Have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document.

Is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT. Does not have any previous transgressions with any entity in India or any other country during the last three years does not have any debarment by any other procuring entity is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.

does not have, 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 does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition. will comply with the code of integrity as specified in the bidding document.

The Registered Head office of Company is situated in Jaipur (within range of 10 kms from Vitta Bhawan, Jaipur). The company will take services of registered medical practioner and legal assistance as and when required. In case of any dispute, jurisdiction should be Jaipur only.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____



To,

{Procuring Entity},

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, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & 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 is inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery 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:



Indicative Financial Bid Format

Item no.	Task	Units	Rate per milch animal (including all taxes)	Rate per milch animal (in words incl.all taxes)
1	A. Registration of the beneficiary and the milch animal (As per scope of work)	80 Lakh milch animals (Approx)		
	B. Tagging of milch animal	40 Lakh milch animals (Approx)		
Total				
2	• Claim registration on the portal	Approx. 3% of 80 Lakh milch animals		
The above work of the milch animal (cow/buffalo) under MKBY for survey and tagging of 80 lakh animals (approx.) and for field management of the post mortem Units.				

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

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

Date:

Authorized Signatory

Name:

Designation:



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). Phone: 0141-2740219

Madam/Sir,

In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <please specify>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. (Rupees <in words>)> in respect to the NIB Ref. No. dated issued by 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(i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of Rs. (Rupees <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 GIS on 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 thereunder.

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 court.

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:

aml

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.

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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.....datedmade 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.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(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 shall 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).

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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)

and

This Agreement is made, entered into and executed at Jaipur, Rajasthan on this _____ day of _____, 2023

By and Between

Additional Director, State Insurance and SI&PF Department, (GIS) Room No. 201-B, IInd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur, Rajasthan which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successor and permitted assigns) of the First Part.

AND

..... as BSA, as mandated and nominated by the State Insurance and Provident Fund Department, Government of Rajasthan, and duly registered under the Companies Act, 1956 having its Corporate Office at

(That SI & PF Department, the Insurer and may be collectively referred to as "**Parties**" or individually as a "Party").

WHEREAS, has represented itself to be engaged in the process of providing, arranging, monitoring and facilitating Group Personal claims. Administration for related business in India, and further has represented itself to be registered as a "**BSA**") and further amendments thereto.

Mukhyamantri Kamdhenu Bima Yojna (MKBY) is providing accidental Insurance coverage up to Rs. 40,000/- per cattle to the beneficiary insured under Mukhyamantri Kamdhenu Bima Yojna.

Enclosed at Schedule

AND WHEREAS the Second Party (.....BSA) has agreed to provide claim Processing services to the department and to card holders of Mukhyamantri Kamdhenu Bima Yojna (MKBY)\ department as per the agreement w.e.f.


NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

The following terms and expressions shall have the following meanings for purposes of the Agreement.

- 1.1. "**Agreement**" shall mean this Agreement and all Schedules, Supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.
- 1.2. "**Benefit**" Beneficiary person holding MGC and is registered in Mahngai Rahat Camp 2023.
- 1.3. "**Business Day**" shall mean days on which commercial banks are open for business in India.
- 1.4. "**BSA Service**" shall have the meaning ascribed to it is Clause 5 of agreement.

and

- 1.5. **"Coverage"** shall mean the entitlement by the beneficiary for death of his milch/insured animal. Subject to the terms, conditions limitations and exclusions of the scheme.
- 1.6. **"Department"** means State Insurance and Provident Fund Department (GIS).
- 1.7. **"EMD"** Earnest Money Deposit.
- 1.8. **"Force Majeure event"** shall have the meaning ascribed in the bid document.
- 1.9. **"Fees"** shall mean the agreed fees payable under the project for the services rendered by the bidder mentioned in the bid document.
- 1.10. **"MKBY"** means Mukhyamantri Kamdhenu Bima Yojna.
- 1.11. **"Government"** shall mean the Government of Rajasthan.
- 1.12. **"Government Authority"** shall mean any nation, state sovereign or government, any central, regional, state, local or political subdivision and any entity exercising executive, legislative, judicial, regulatory, or administrative, functions of or pertaining to government, and having jurisdiction over the Company, the Parties, any Shareholder or the assets or operations of any of the foregoing including but not limited to the Insurance Regulatory and Development Authority.
- 1.13. **"IRDA"** shall mean the Insurance Regulatory and Development Authority established under the Insurance Regulatory and Development Authority Act 1999.
- 1.14. **"The Beneficiary"** Beneficiary person holding MGC and is registered in Mahngai Rahat Camp 2023.
- 1.15. **"Law"** includes all statutes, enactments, acts of legislature, laws, ordinances, rules, bi-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government, statutory authority, court, tribunal, board, or recognized stock exchanges of India.
- 1.16. **"Party"** shall mean either the SI&PF, General Insurance Fund (GIS) or the BSA or the families/beneficiary and "Parties" shall mean the GIS, the BSA and the beneficiary families.
- 1.17. **"Scheme"** shall mean Mukhyamantri Kamdhenu Bima Yojna.
- 1.18. **"Services"** shall mean all services and ancillary services agreed to be made available by the BSA to the GIS.
- 1.19. **"Service Area"** shall mean the area within which the General Insurance Fund has authorized the BSA to provide Services.
- 1.20. **"BSA"** shall mean any BSA which is a company registered under Company Act having baseline survey experience.
- 1.21. **"RFP"** Request for Proposal.
- 1.22. **"MKBY"** Mukhyamantri Kamdhenu Bima Yojna.
- 

2. GENERAL TERMS

- 2.1. MKBY covers all eligible beneficiary's person holding MGC and is registered in Mahngai Rahat Camp 2023 (eligibility defined in Notification no. F5(16) Finance/Insurance/2022 Jaipur dated 25.08.2023 issued by GOR).
- 2.2. The Mukhyamantri Kamdhenu Bima Yojna (MKBY) is subject to amendment from time to time and BSA shall provide the administrative services accordingly.
- 2.3. The RFP document and any amendment thereto, scheme document (as defined in respective rules/schemes) and notification/orders/circulars regarding the scheme issued by the government of Rajasthan are integral part of this agreement (MOU).

3. OBLIGATIONS OF BSA

- 3.1. The BSA shall set up a separate office according to bid document to provide BSA services to department.
- 3.2. The BSA shall maintain a helpdesk at the office 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 and representative of the BSA shall be available on the helpdesk during working hours of the office. The representative managing the helpdesk shall receive all the claims received online and maintain its data and give the same to GIS office. BSA shall provide a telephone help line the cost of which shall be borne by the BSA. BSA shall provide E-mail address for receipt of information and other documents from beneficiary families.
- 3.3. Registration and Claims Processing Services:
 - i. The BSA shall ensure reaching the site for milch animal registration and claim registration as and when required. All service request will be settled on *first in first out* (FIFO) basis. The BSA shall ensure following FIFO for milch animal registration and claim registration.
 - ii. The BSA will ensure following all the process mentioned in the bid document for milch animal registration and claim registration within prescribed time in bid document.
 - iii. The BSA shall do the formalities for milch animal registration and claim registration online. Access to the portal will be provided to the BSA by the department
- 3.4. **Right to Appeal:** MKBY beneficiary shall have a right to approach the district Collector and then Principal Secretary/Secretary Animal Husbandry Department for reopening of the claim. The BSA can re-open the claim as per decision of the said appeal.
- 3.5. If there are any clerical or procedural shortcomings in the milch animal registration and claim registration. The BSA will seek correct information from beneficiary.
- 3.6. The BSA shall submit/upload information of MKBY beneficiary on portal with all required documents upon which a milch animal registration and claim registration is based.
- 3.7. Any medical practitioner or an officer authorized by the BSA/GIS shall be allowed to examine the case, if it is required.
- 3.8. The BSA 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 or device, whether by the MKBY beneficiary person or by any other person acting on his behalf.



- 3.9. At the end of each month, a statement showing the number of the MKBY beneficiaries, No. of milch animal registration, No. of claim registration, Number of claims rejected etc. will be provided to the Additional Director, GIS.

4. **Responsibility of Collection of Data:**

The responsibility of sending the data of the MKBY beneficiary to the BSA at Jaipur or its Regional Office lies with the GIS Office of the department.

- 4.1. **Deficiencies in the required data:** In case the data given to BSA does not comply with the requirement of the family detail and is not sufficient for the purpose of BSA services, the BSA will intimate the same to the MKBY.

5. **The BSA represents and warrants to the GIS that:**

5.1. **Power, Capacity and Authority:**

It has full power, capacity and authority to execute, deliver and perform this Proposal and it has taken all necessary actions (Corporate, statutory or otherwise), to execute, deliver, perform and authorize the execution, delivery and performance.

i. **Compliance with Memorandum and Articles:**

Neither the making of this proposal, nor compliance with its terms will be conflict with or result in the breach of constitute a default or require any consent under:

1. Any provision of any Proposal, nor compliance with its terms will be conflict or by which it is bound:
2. Any judgment, injunction, order, decree or award which is binding upon the BSA: and/or.
3. The BSA's memorandum and/or articles of association.

ii. **Compliance with Laws**

The BSA shall comply with all applicable Laws including but not limited to the Insurance Regulatory and Development Authority.

iii. **Capability of Service**

BSA is capable of servicing all the products and policies offered by the GIS and also have basic infrastructure, trained manpower and resources to carry out the activities for servicing these products and policies as per IRDA regulations.

iv. **Audit of service provided by BSA**

GIS shall have the right to audit all claims of the MKBY beneficiary settled by the authorized BSA. The BSA further will have to provide access to the GIS to their books of accounts and records for this purpose by a qualified C.A/representative of GIS/Finance Department, GoR.

v. **Legal cases & RTI cases**

Legal cases and RTI cases shall be handled by GIS office. However, any report or assistance required by department will be provided within 3 days by BSA. Legal expenses shall be borne by the department. However, BSA will be responsible and

accountable for decision of the court/information Commission. Any legal case arises, and payment is made to any beneficiary due to lacuna or default of BSA, the cost shall be borne by BSA only.

5.2. Code of Conduct of BSA:

- i. A BSA shall as far as possibly act in the best professional Manner.
- ii. In particular and without prejudice to the generality of the provision contained above, it shall be the duty of every BSA, its Chief Administrative Officer or Chief Executive Officer and its employees or representatives to ensure that code of conduct issued by IRDA are followed in letter and spirit.

5.3. Maintenance and Confidentiality of information:

- i. The BSA shall maintain proper records documents, evidence and books of all transactions carried out by it on behalf of GIS in terms of its agreement. These books and records shall be maintained by it in accordance with acceptance professional standards of record keeping and for a period of not less than three years. Such records, documents, evidence, books, etc. and the information contained therein shall be available to the GIS office and the Authority and access to them shall not be denied by the BSA on any ground.
- ii. The BSA shall, in maintaining the records in terms of sub-regulation (1), follow strictly the professional confidentiality between the parties as required, but this does not prevent the BSA from parting with the relevant information to any Court of Law /Tribunal, the Government of the Authority in the case of any investigation Carried out or proposed to be carried out by the Authority against the MKBY, BSA or any other person or for any other reason.
- iii. If the registration of the BSA is either revoked or cancelled by the competent authority, then the Data collected by the BSA and all the books, records or documents, etc. relating to the business carried on by it with regard to MKBY, shall be handed over to that GIS by the BSA forthwith, complete in all respect.

5.4. OBLIGATION OF MKBY:

- i. BSA will establish its help desk at the office of the Additional Director, GIS for which sufficient space will be provided to the BSA.
- ii. GIS shall provide access to BSA and to the beneficiary on portal so that claimant can know online claim status.
- iii. In consideration of the Services provided by BSA, the GIS shall pay to the BSA the Fees per as per agreement. Service charges will be payable on Quarterly basis.



6. **Project Deliverables & Timelines:**

Sr.no.	Scope of Work (I)	Activity (II)	Deliverable (III)	Delivery Schedule (In days) (IV)
*T represents the Date of issuance of the work order under MKBY				
1	Office Setup	<ul style="list-style-type: none"> Bidder will set-up a dedicated project office at Jaipur Bidder will also set up offices at all District levels. 	Bidder will identify suitable office space for the deployment of project team. Bidder will set-up a dedicated project office in Jaipur and Districts (Allocated districts) equipped with all required IT equipment's & furniture's Deployment of Appropriate Manpower including Full-time Project Manager/surveyor, Team of Experts & clerical staff	T + 15 days
2	Helpdesk Setup	Bidder will set-up a dedicated helpdesk in the space provided by MKBY office Department	Setting up a dedicated helpdesk of six telephone dedicated lines (toll free) in the space provided by MKBY office in Jaipur. Bidder will purchase & deploy all required IT equipment's & furniture's in the helpdesk Bidder will install one dedicated telephone line Deployment of Manpower as specified in RFP document	T + 10 days
3	Visit to the field and completing the survey	i. Deployment of dedicated team ii. Data & Knowledge Transfer iii. Preparation of MIS reports	Bidder will deploy dedicated Surveyor for visiting the site/field BSA shall deploy appropriate team to dispose all works within given time Team will prepare all necessary MIS reports.	T+ 15 days
4	Visit of the agency team to the field/site where an animal death has occurred Ensuring that the visit is timely	Preparation of MIS reports of the deaths reported and the post mortem conducted	The BSA will ensure that no pendency is created. Team will prepare all necessary Monthly MIS reports to be submitted to MKBY office.	From the date of issue work order.

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7. Payment Terms & Schedule

- I. The payment to the selected bidder/ BSA shall be based on the rate approved for the contract by the Government.
- II. The bidder shall submit a bank guarantee of Rs. 7.5% of total project cost.
- III. A mobilization advance of the total project cost will be given to the base line survey agency. After 75% of the advance is exhausted, then only next instalment of payment will be released. Maximum advanced at any time will not be more 5% of the total value of the bid.
- IV. All penalty & taxes will be applicable as per the provision of the RTPP Act 2012 and RTPP Rule 2013.
- V. Payments to the selected bidder/BSA shall be made on the basis of work performance after successful completion of the target milestones (75% of the advance utilized).
- VI. Invoices to be raised along with progress report, by the selected bidder/BSA upon completion of required milestone. All payments shall be made based on work completed and approved by MKBY office.
- VII. The BSA will provide all reports required under the project on monthly and on demand basis.
- VIII. Any delay in the approval of the deliverable(s) submitted by the BSA to Department shall not account for the delay on Department's part.
- IX. The selected bidder/BSA's request for payment 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 fulfilment of all the obligations stipulated in the Contract.
- X. Due payments shall be made after necessary clearances by the department after submission of an invoice or request for payment by the selected bidder/BSA.
- XI. The currency or currencies in which payments shall be made to the selected bidder/BSA under this Contract shall be Indian Rupees (INR) only.
- XII. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.

Taxes, as applicable, will be deducted at the time of the payment / paid as per the prevalent rules and regulations.



8. Penalty Terms & Conditions

- I. The selected bidder/ BSA is expected to dispose all survey related works within given stipulated time from day of allotment of the contract. If BSA fails in delivering the required services due to reasons attributable to him i.e., delay in disposal of services within defined timeframe, the cumulative penalty, as applicable, would be imposed while processing the payment.
- II. The nodal officer of MKBY (Officer of GoR) along with the Team Leader of BSA 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.
- III. 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 BSA, the same shall be charged from BSA.
- IV. The penalty amount will be calculated based on defined time frames as mentioned below:

Sr.no.	Total Number of Targeted animals	Duration for Completion of Survey and Tagging	Penalty Imposed on BSA
1	80 Lakh (approx.)	(The date, place and timing for the slot on portal for baseline survey will be determined by Animal Husbandry Deptt. and same will be share with SI&PF and BSA)	1- If, the BSA representative does not report at designated place on date and time of slot for survey, then BSA will be penalized by Rs. 1000/- per slot/camp. 2- If, the BSA representative does not report at the time of claim, then BSA will be penalized by Rs. 750/- per claim. 3- For delay in setting up district office, head office and help desk setup by BSA, the penalty of Rs.500/- per day will be imposed on BSA.

Penalties for the works defined in the Bid (**As mentioned in point 10**) will be imposed as per the GF&AR.

9. INDEMNIFICATIONS

Each party hereby indemnifies the other party from and against all any costs damages or losses (whether consequential, business or otherwise) arising out of the breach of a representation, warranty and / or covenant made by it in this Agreement, any breach of the Agreement generally, or for non-fulfilment of its obligations under law or to any third party/parties.

- 9.1. Each party agrees to be solely liable for, and will indemnify, defend and hold harmless: The other Party, its officers, directors, employees, consultants and agents from and against any and all claims, Liability, damages and / or costs (Including but not limited to Legal fees) arising from, out of or in connection with.



- 9.2. The breach of any warranty, representation, covenant, or term of this Agreements.
- 9.3. The Non-fulfilment of its obligations under law or to any third party/parties.
- 9.4. The gross negligence and/or willful misconduct by it and or its officers, directors, Employees, agents or affiliates;
- 9.5. The infringement or violation of any third party's copyright, patent, trade secret, Trademark, intellectual property, intellectual property right in relation to the Services.
- 9.6. The BSA hereby indemnifies the GIS for:
 - i. Any Amount to any beneficiary Person for a risk not included in the Coverage
 - ii. Any amount paid to a non-MKBY beneficiary person.

10. TERMINATION

10.1. Termination for Default

- 10.1.1 The tender sanctioning authority of GIS may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
- 10.1.2 If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by MKBY; or
- 10.1.3 If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- 10.1.4 If the supplier/selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- 10.1.5 If the supplier/selected bidder commits breach of any condition of the contract.
- 10.1.6 If GIS terminates the contract in whole or in part, amount of PSD may be forfeited.
- 10.1.7 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.
- 10.1.8 As on effective date of termination, Tendering Authority may pay:
 - the unpaid value of all the assets supplied by the Bidder and accepted by the purchaser in accordance with 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.

10.2. Termination for Insolvency



1. The GIS office 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 MKBY.

10.3. Termination for Convenience

2. MKBY, by a written notice of at least 30 days sent to the supplier/ selected bidder, may 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.
3. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
4. The Goods/Services that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

to have any portion completed and delivered at the Contract terms and prices; and/or

to cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

11. COSTS

Except as provided to the contrary in this Agreement, each party shall bear their own costs in relation to complying with the terms and conditions of and performing their respective obligations under this Agreement including without limitation legal fees, advisory fees and other expenses required for the preparation and execution of this Agreement.

12. PERFORMANCE SECURITIES

- 12.1. BSA shall carry out the services in conformity with professionally and technically accepted norms relevant to such assignments that are required for the Scheme, which are to the entire satisfaction of the GIS. The Successful Bidder will deposit Performance Security (as per rule) of work order cost of BSA Services.

- 12.2. Failure of the BSA to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance Security.

12.3. Forfeiture of Performance Security

- i. The performance security submitted by the BSA shall be forfeited in case of breach of agreement.

12.4. Release of Performance Security

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- i. The performance security would be released only after the expiry of two months from the date of expiry of complete agreement, after the settlement of final payments/dispute (if any).

13. Extension in Delivery Period and Liquidated Damages (LD)

- 13.1. Except as provided under clause "Force Majeure", if the selected bidder fails to deliver any or all of the Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, a sum equivalent to the percentage specified in the Bid document. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- 13.2. The time specified for completion of the work in the bidding document shall be deemed to be the essence of the contract and the selected bidder shall arrange to complete the work within the specified period.
- 13.3. If the competent authority agrees to extend the contract period/schedule, an amendment to the contract as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed period.
- 13.4. The competent authority shall have right to cancel the contract with respect to undelivered service.

14. FORCE MAJEURE

- 14.1. Neither party shall be in breach of any of its obligations under the Agreement to the extent that its performance is prevented, physically hindered or delayed by an act, event or circumstances (whether of the kind described herein or otherwise). Which is not reasonable within the control of such Party (Force Majeure Event") Force Majeure Event shall include but not be limited to the following:
 - i. Fire, flood, atmospheric disturbance, lightning, storm, typhoon, tornado, earthquake, washout, or other acts of God.
 - ii. War, riot, blockage, insurrection, acts or public enemies, civil disturbances, terrorism and sabotage and threats of such actions.
 - iii. Strikes, lock-outs, or other industrial disturbances or labor disputes.
 - iv. Changes of any applicable rule, regulation, or law.
- 14.2. In the event that any Force Majeure Event continues for a period of 4 (four) weeks without interruption, the Party not affected by such Force Majeure Event shall be entitled to terminate this agreement by giving notice to the other party, pursuant to, and in accordance with the provisions of Entire Agreement.



15. ASSIGNMENTS

- 15.1. Neither party shall be entitled to assign its rights and/or obligations under this Agreement.
- 15.2. Subject to the foregoing this agreement shall be fully binding upon, both the parties and will be enforceable by the parties hereto and their respective successors and permitted assignees.

16. ENTIRE AGREEMENTS

This agreement entered into between the GIS and the BSA represents the entire agreement between the parties and shall supersede and previous agreement or understanding between the parties in relation to matter covered hereby. In the event of a conflict between the provisional of this agreement and any previous like agreement or understanding, the provisional of the agreement shall prevail.

17. RELATIONSHIPS

- 17.1. The parties to this agreement are independent contractors. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement or memorandum of understanding for or on behalf of, or incur any obligation or liability of, or to otherwise, bind, the other party.
- 17.2. This agreement shall not be interpreted or construed to create an association, agency, joint venture, collaboration or partnership between the parties of to impose any liability attributable to such relationship upon either party.
- 17.3. It is clarified that neither the BSA nor its employees, Network providers or associated consultants or sub-contractor shall be deemed to be the employees of the SI&PF Deptt. (GIS) for any purpose whatsoever.

18. VARIATIONS

No variation of this agreement shall be binding on either party unless, and to the absence of consideration.

19. SEVERABILITY

If any provision of this Agreement invalid, unenforceable or prohibited by law, this not included herein.

20. AMENDMENT

The general clause/ clauses of this agreement can be amended on mutual agreement.

21. NOTICES

Any notices given under or in connection with this Agreement shall be in writing and in English/Hindi Language. Notice may be given, by being delivered to the address of the addressee (in which case the notice shall be deemed to be served at the time of delivery) by email/courier services or by fax (in which case the original shall be sent by courier services).



22. Exit Mechanism

In case of early exit or exit at the completion of the project the BSA shall ensure to transfer all record, assets, knowledge and data as per EXIT MECHANISM defined in RFP document.

23. GOVERNING LAW

The validity, performance, construction and effect of this Agreement shall be governed by the laws of Republic of India, any resolution of any disputes arising from or in connection with this Agreements, including a breach thereof, shall also be governed by the Laws of the Republic of India.

24. DISPUTE RESOLUTION

24.1. 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.

24.2. 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: -

- Secretary Finance (Exp) : Chairman
- Director, State Insurance and Provident Fund (MKBY): Member
- Project Director (MKBY), : Member
- Financial Advisor/CAO, State Insurance and Provident Fund (MKBY) : Member
- A Legal Expert to be nominated by the Chairman : Member

24.3. Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Director, SIPF (GIS) along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for monitoring services from the supplier/ selected bidder shall prepare a reply of representation and shall represent the GIS stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the selected bidder and General Insurance fund.

24.4. Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction in Jaipur, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.



IN WITNESS WHEREOF the parties here to have duly executed this Agreement as of the date first noted hereinabove, by their duly authorized officers in that regards.

Signed by	Signed by
For and on behalf of BSA	For and on behalf of
	The Governor, Government of Rajasthan
Name -	Name -
Witness -	Additional Director
1.	GIS, State Insurance & Provident Fund Dept.,
2.	JAIPUR
	Witness -
	1. Joint Director (GAD)
	2. Assistant Director (GIS)

Schedule - 1

1. BSA services Fees Rs. per milch animal (cow/buffalo). For the service rendered by the BSA as per the relevant clauses of MOU shall be paid to the second party (BSA) by the first party ().
2. BSA will submit invoice/Bill against the service rendered as per Bid document. And the GIS shall make payment of the same.
3. Performance security of as per rule shall be deposited by the second party (BSA) with the first party (GIS).

and

36. Annexure- 7 Format for Submission of Project References for Pre- Qualification Experience

Project Name:	Value of Contract/Work Order (In INR):
Country: Location within country:	Project Duration:
Name of Customer:	Total No. of staff-months of the assignment:
Contact person with address, phone, fax, and e-mail:	Approx. value of the services provided by your company under the contract (in INR):
Start date (month/year): Completion date (month/year):	
Name of associated Bidders, if any:	
Narrative description of Project:	
List of Services provided by your firm/company	

Please attach a copy of the work order/completion certificate/purchase order/ letter from the customer for each project reference



Appeal Noof

Before the (First/ Second Appellate Authority)

Particulars of appellant:

Name of the appellant:<please specify>

Official address, if any: <please specify>

Residential address:<please specify>

Name and address of the respondent(s):

<please specify>

<please specify>

<please specify>

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:<please specify>

If the Appellant proposes to be represented by a representative, the name and postal address of the representative:<please specify>

Number of affidavits and documents enclosed with the appeal:<please specify>

Grounds of appeal (supported by an affidavit) :<please specify>

Prayer:<please specify>

Place

Date

Appellant's Signature



The following minimum technical qualifications/ eligibility criteria are as under-

Sr. no.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security/EMD	Instrument/ Proof of submission (PDF)
Eligibility Documents		
1.	Bidder Profile/ Tender Form	As per Annexure enclosed
2.	Bidder Authorisation Certification	As per Annexure enclosed
Technical Parameter		Document Required
1.	The BSA may be a company /Partnership/LLP/Co-Operative Society at least 3-year-old, may refer point no. 9 of the Gazette notification No. 184 part 3 section 4 of India, issued to IRDA on 5 th May 2017. (Hyderabad 20 th April 2017)	Registration Certificate
2.	The BSA must be empanelled by at least one Public/Private sector insurance company for the services specified in the tender.	Empanelment letter
3.	The BSA must be Income Tax & GST payee. Registration and Clearance Certificate necessary. (PF&ESI as per rules when required)	Relevant Certificates issued by authorities
4.	The BSA should not have been blacklisted by any State govt./ UT Administration/ Central Government / PSU Insurers	Self-Declaration
5.	The Functional office of Base Line Survey Agency/Service Provider Agency must be situated in Jaipur.	Self-Declaration
6.	The Agency must have employees having sound knowledge of how the survey is to be conducted. They should have knowledge of computers, so that the entries for the survey are done correctly by them. The team leader should have knowledge of Data Processing.	Certificate Issued by competent authority
7.	No employee of the procuring entity (or his family member) should be associated with the Base Line Survey Agency.	Self-Declaration



8.	In case of any dispute, jurisdiction will be Jaipur only	Self-Declaration
9.	The average annual turnover of the BSA/bidder must be at least 15 Crores in last three financial years.	Certificate Issued by competent authority
10.	The BSA will take services of registered veterinary doctor/ practitioner while conducting the survey. Also take legal assistance as and when required.	Self-Declaration
11.	The BSA must have staff at all Panchayat Samiti levels with at least three to five personals at each Panchayat Samiti level, who are well acquainted with cattle tagging and have primary knowledge of Animal Husbandry and possess the eligibility of data collection and processing. The total well trained field staff must not be less than 1500 in all over the state of Rajasthan.	self-Declaration with details.
12	The Base Line Survey Agency / Service Provider Agency must have worked with minimum three general insurance companies out of which at least one general insurance company must be public sector general insurance company licensed by the IRDAI for the relevant rural risk management, Experience in Rural Insurance Services under Government Insurance Schemes such as National Livestock Mission, Other Livestock Insurance Schemes, Risk Management & Insurance, etc. in past 03 years in at least one state of India.	self-Declaration with copy of Government orders

Signature of Members

1.

2.

3.

4.



मृत्यु प्रमाण पत्र/ पंचनामा

मैं/हम प्रमाणित करता हूँ/करते हैं कि श्री/श्रीमति
 पुत्र/पत्नि श्री ग्राम पंचायत
 समिति जिला के
 निम्नलिखित पशु दिनांक स्थान/ग्राम पर
 प्राकृतिक आपदा/आगजनी/सड़क दुर्घटना/वन्य जीव से शिकार/अन्य के कारण
 मृत हो गया है/गये हैं।

क्र. सं.	पशु किस्म	रंग	पहचान चिन्ह	उम्र	मृत्यु से पूर्व पशु कीमत
1					
2					

बीमाधारक पशुपालक के हस्ताक्षर

अधिकृत हस्ताक्षर 1.

अधिकृत हस्ताक्षर 2

अधिकृत हस्ताक्षर 3

अधिकृत हस्ताक्षर 4

अधिकृत हस्ताक्षर 5

(नोट:- पंचनामा वार्ड पंच/सरपंच/पार्षद/राजकीय विद्यालय का प्रधानाध्यापक/ पटवारी/ पंचायत सचिव/ आंगनवाडी कार्यकर्ता/पशुचिकित्सा संस्था का कोई कर्मी /राजकीय विभाग का कोई कर्मी/ दुग्ध सहकारी समिति सचिव आदि द्वारा जारी किया जावे।)

चिकित्सक एवं सर्वेकर्ता द्वारा सर्वे उपरांत दिये जाने वाला प्रमाण-पत्र

सर्वे का स्थान :—

दिनांक :—

लाभार्थी का नाम

लाभार्थी का पता

निवासी

ग्राम

जिला

लाभार्थी का जनाधार नंबर

लाभार्थी के पास पशुओं की कुल संख्या:

गााय

भैंस

मुख्यमंत्री कामधेनु बीमा योजना में बीमित पशु की संख्या:

गााय

भैंस

मुख्यमंत्री कामधेनु बीमा योजना के तहत बीमित पशु का विवरण:

श्रेणी

नस्ल

लिंग

गर्भावस्था

ब्यांत

उम्र

दांत

दूध देती है या नहीं

प्रतिदिन दुग्ध क्षमता (लीटर में)

प्राकृतिक शारीरिक पहचान चिन्ह

पशु का टैग नंबर

कान, जिस पर टैग लगा हुआ है

बीमित पशु का बाजार मूल्य

(अंको में).....

(शब्दों में).....

पशु रोग परीक्षण	दिनांक	परिणाम	टीकाकरण का विवरण:	
क्षय रोग (टी.बी.)	गलघोंट	दिनांक
ब्रूसेल्लोसिस	लंगड़ा बुखार
			मुंहपका-खुरपका
			अन्य (.....)

प्रमाणित किया जाता है कि आज दिनांक को मैंने उपरोक्त पशु की जांच की तथा उसे निरोगी एवं स्वस्थ पाया।

हस्ताक्षर (सत्यापनकर्ता)

हस्ताक्षर (पशु चिकित्सक)

नाम

नाम

एजेंसी का नाम

पंजीयन संख्या

दिनांक

मोहर, पदनाम

यह प्रमाण पत्र मेरी उपस्थिति में प्रस्तुत किया गया है जिसकी एक प्रति मैंने प्राप्त कर ली है।

दिनांक :

हस्ताक्षर (पशु मालिक)

aml

Compliance with the Code of Integrity and No Conflict of Interest
(To be signed and submitted along with the first part bid)

Any person company/Company participating in a procurement process shall: -

- (i) Not offer any bribe, reward of 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.
- (ii) Not misrepresent or omit or mislead or attempt to mislead so as to obtain a financial or other benefit of avoid an obligation.
- (iii) Not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and process of the procurement process.
- (iv) Not misuse any information shared between the procuring entity and the bidder with an intent to gain unfair advantage in the procurement process.
- (v) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or its property to influence the procurement process.
- (vi) Not obstruct any investigation or audit of a procurement process.
- (vii) Disclose conflict of interest, if any; and
- (viii) 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: -
 - a. have controlling partners/shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them;
 - 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 decision 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 all-same subcontractor, not otherwise participation as Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as 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 is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.



40. ANNEXURE – B**Declaration by the Bidder Regarding Qualification**

(To be submitted along with the first part bid)

In relation to my/our Bid submitted to DIRECTOR, ANIMAL HUSBANDRY DEPARTMENT, RAJASTHAN for Mukhyamantri Kamdhenu Bima Yojana 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)



The designation and address of the 1st Appellate authority will be ACS/Principal Secretary/Secretary, Animal Husbandry Department, Rajasthan (as case may be) and the 2nd Appellate authority will be the Finance Department, Govt. of Rajasthan.

Filing an appeal: -

- (1) 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 RTPP Act or Rules or the guidelines issued there under may file an appeal to the first appellate authority, 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 a bidder has been declared as successful, such an appeal can be filed only by bidders who have actually participated in the procurement process.
- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor 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 the second appellate authority specified in the bidding document within fifteen days from the expiry of the period specified in para (2) or from the date of receipt of the Order (through registered post or e-mail address provided by the bidder) passed by the first appellate authority, as the case may be.
- (4) Appeal not sustainable in certain cases -No appeal shall lie against any decision of the procuring entity relating to the following matters, namely: -
 - (a) determination of the need of procurement;
 - (b) provisions limiting the 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 the Order appealed against and affidavit, if required, verifying the facts stated in the appeal and proof of payment of fee.
 - (c) The appeal may be presented to the first appellate authority or second appellate authority, as the case may be, in person or through registered post or through an authorized representative.
- (6) **Fee for filing Appeal**
 - (a) Fee for first appeal shall be **Rupees two thousand five hundred** and for the second appeal shall be **Rupees ten thousand**, which shall be non-refundable.

and

- (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 the matter.
- (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 free of cost.
- (d) The Order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.



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

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 bases:
 - 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.
 - 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.
 - iv. If the bidder who has 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. The quantity of goods or services originally specified in the bidding document may be increased or decreased by a specified percentage, but such increase or decrease shall be in accordance with prevailing RPPP provisions. It shall be without any change in the unit prices or other terms and conditions of the bid and the conditions of the bid and the conditions of contract.
 - ii. If the procuring entity does not make procurement of the subject matter or procures 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 condition of the original order. However, the additional quantity shall not be more than 50 % of the value of goods of the original contract. 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.



[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:
2. Name of the Appellant:
3. Official address, if any:
1. Name and address of the respondent (s):
 - (i)
 - (ii)
 - (iii)
2. Number and date of the order appealed against and designation of the Officer/authority who passed the order (enclosed 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:
3. If the Appellant propose to be represented by a representative, the name and postal address of the representative:
4. Number of affidavits and documents enclosed with the appeal:
5. Grounds of Appeal:

.....
.....
(Supported by an affidavit)

6. Prayer:

.....
Place

Date

Appellant's Signature



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, IIInd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur Rajasthan for the MUKHYAMANTRI KAMDHENUBIMAYOJANA for the tender period of Six Months.

I/We declare that we are participating in this bid in the capacity of aI/We enclose valid registration issued by IRDAI support thereof (PAGE.....).

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)



I/we.....having our office athereby
give an undertaking that: -

The price charged for the supplies/services under the Contract shall, in no event exceed the lowest price at which I/We sell the store items/services of identical description to anyone in the State of Rajasthan during the period of the Contract. If at any time, during the period of the contract, I/We reduce the sale price chargeable under the Contract, I/We shall forthwith notify such reduction of sale price to the Additional Director, State Insurance and SI&PF Department, (GIS) Room No. 201-B, IIInd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur Rajasthan and the price payable under the contract of the store items/services supplied after the date of coming into force of such reduction of sale shall stand correspondingly reduced.

Date:

Signature of bidder

Place:

(With office Seal)



ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
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 Janadhar Card /holder of Mukhyamantri Guarantee Card/Cattle insured under Mukhyamantri Kamdhenu Bima Yojna.
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 empanelled by at least one Public/Private sector General Insurance Company having experience in Cattle / agriculture base line survey.
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 a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order for 1 year. Extension may be issued as per the orders of the government
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.
EAD	Encoded Archival Description
FIFO	First In First Out
GIS	General insurance scheme
GIF	General insurance Fund
GoR	Government of Rajasthan
GST	Goods and Service Tax
HDU	High-Dependency Unit
ICT	Information and Communication Technology
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
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation

IT	Information Technology
ITB	Instruction To Bidders
LD	Liquidated Damages
LoI	Letter of Intent
MKBY	Mukhyamantri Kamdhenu 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
Procurement Process	The process of procurement extending from the issue of invitation to bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of goods or service provided by a seller (bidder) under a purchase order or contract of sale. Also called the buyer, SI&PF (GIS) in this RFP document.
GIS office	General Insurance Fund, SI&PF at Vitta Bhawan, Jaipur.
RISL	Raj COMP Info Services Limited
RSAD	Rajasthan State Archive Department
RVAT	Rajasthan Value Added Tax
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement, a negotiated agreement between two parties between the customer and the service provider.
SOW	Statement of Work
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.raj.nic.in
SP	Service Provider
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
TAT	Turn Around Time
TID	Transaction Identification Number
TIN	Tax Identification Number
UTR	Unique Transaction Reference
VAT/ Cen VAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

