



**Rajasthan Government**  
**State Insurance And Provident Fund Department**  
**(General Insurance Fund)**  
 11nd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur



Reference no. GIF/MMPBY/BSA/2024-25 / 2471

Dated : 30/12/2024

**Notice Inviting E-Bid**

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

Name Of Work	Base line survey- Registration of animals and Claim Registration as specified in the scheme - Mukhyamantri Mangla Pashu Bima yojna
Estimated Cost	INR 28 Crores (With Tax, if applicable )
Earnest Money Deposit (EMD)	<ul style="list-style-type: none"> <li>• 2% of the estimated cost of procurement.</li> <li>• Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security.</li> <li>• Appropriate exemptions will be given to selected agencies as mentioned in Rule 42 of RTPP Rules 2013.</li> </ul>
Cost Of Bid Document	INR 5,000/- (five Thousand Rupees only.) The Banker's Cheque/ Demand Draft for Bidding document fee should be drawn in favour of "Additional Director, SI&PF (GIS)" payable at "Jaipur" from any Scheduled Commercial Bank or payable through E-Gras in budget Head -0075-800-52-01
RISL Processing Fee.	INR 2500/- payable online through e- Gras + applicable taxes. (non-Refundable) in Budget Head - 8658-00-002-16-01
Date Of Publishing Notice Inviting Bid (NIB) On Official Website & E-Procurement portal Rajasthan.	Date: 30.12.2024
Date From Which Bidding Document Can Be Downloaded From Official Website & E-Procurement portal Rajasthan.	Date: same as above
Date, Time and Place for Offline Pre-Bid Meeting/Conference	Date 07.01.2025 Time 3:00 PM Place Room No. 201-B, D-Block Vitta Bhawan, Jaipur
Mode Of Submission of Pre-Bid Queries to The Procuring Entity.	Office Address Additional Director, State Insurance & Provident Fund Department. (General Insurance Fund) 2 <sup>nd</sup> 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 08.01.2025 Time 3:00 PM
Pre-Bid Replies of Queries to be Uploaded by Department.	Date 09.01.2025 Time 6:00 PM
Last Date and Time Submission of Bids On E-Procurement Portal	Date 13.01.2025 Time 2:00 PM
Date Of Opening of Bids (Technical)	Date 13.01.2025 Time 3:00 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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*and*



## Invitation For E-Bid & Notice Inviting Bid

Reference no. **GIF/MMPBY/BSA/2024-25 /**

Dated : .....

Project Title	Mukhyamantri Mangla Pashu Bima Yojna (MMPBY)
Name & Address of the Procuring Entity	<p>Office Address    <b>Additional Director, State Insurance &amp; Provident Fund Deptt. (General Insurance Fund) 2<sup>nd</sup> Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur. Phone: 0141-2740219</b></p> <p>E-mail                <b><a href="mailto:add.gis.sipf@rajasthan.gov.in">add.gis.sipf@rajasthan.gov.in</a></b></p>
Name & Address of the Head of office (General Insurance)	<p>Office Address    <b>Additional Director, State Insurance &amp; Provident Fund Deptt. (General Insurance Fund) 2<sup>nd</sup> Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur. Phone: 0141-2740219</b></p> <p>E-mail                <b><a href="mailto:add.gis.sipf@rajasthan.gov.in">add.gis.sipf@rajasthan.gov.in</a></b></p>
Subject	Base Line Survey Agency (BSA) appointment for one year ( also extendable on satisfactory services) from the date of issue of work order for Base line survey- Registration of animals and Claim Registration as specified in the scheme - Mukhyamantri Mangla Pashu Bima yojna, Rajasthan, as per the provisions of RTPP Act 2012, Rules 2013.
Bid Procedure	Single Stage-Two envelope open competitive e-Bid procedure through <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Bid Evaluation Criteria (Selection Method)	Lowest Price (L-1) Method.
Websites for downloading Corrigendum's, Addendums etc.	<a href="https://sppp.rajasthan.gov.in">https://sppp.rajasthan.gov.in</a> <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> <a href="mailto:www.sipf@rajasthan.gov.in">www.sipf@rajasthan.gov.in</a>
Bidding Document fee	INR 5,000/- (five Thousand Rupees only.) The Banker's Cheque/ Demand Draft for Bidding document fee should be drawn in favour of "Additional Director, SI&PF (GIS)" payable at "Jaipur" from any Scheduled Commercial Bank or payable through E-Gras in budget Head -0075-800-52-01
RISL processing Fee	INR 2500/- payable online through e- Gras + applicable taxes. (non-Refundable) in Budget Head - 8658-00-002-16-01
Estimated Procurement Cost	Rs. 30 crores (With Tax, if applicable ) -
Bid Security and Mode of Payment	2% of bid value. 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 (GIS)" payable at "Jaipur"
Period of Sale of Bid document	From <del>30.12.2024</del> To <u>13.01.2025</u> (online)

*and*



Manner, Start/ End Date for the submission of Bids	<b>Online at e-Proc website:</b> <a href="https://sppp.rajasthan.gov.in">https://sppp.rajasthan.gov.in</a> <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> <a href="mailto:www.sipf@rajasthan.gov.in">www.sipf@rajasthan.gov.in</a>  Start Date: <u>30.12.2024</u> End Date: <u>13.01.2025</u> Time: <u>2:00 PM</u>  AM/PM
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee	From <u>10:00</u> AM/PM onwards on <u>31.12.2024</u> and up to <u>2:00</u> AM/PM on <u>13.01.2025</u>  <b>Place of submission :</b> Room number 201-D 2nd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur.
Date/ Time/ Place of Pre- Bid Opening	Date <u>07.01.2025</u> Time <u>3:00</u> PM  AM/PM <b>Office Address</b> Additional Director, State Insurance & Provident Fund Deptt. (General Insurance Fund) 2nd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur. Phone: 0141-2740219 <b>E-mail</b> <a href="mailto:add.gis.sipf@rajasthan.gov.in">add.gis.sipf@rajasthan.gov.in</a>
Date and time of opening of Technical Bid	Date: <u>13.01.2025</u> Time: <u>3:00 PM</u>  AM/PM <b>Office Address</b> Additional Director, State Insurance & Provident Fund Deptt. (General Insurance Fund) 2nd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur. Phone: 0141-2740219 <b>E-mail</b> <a href="mailto:add.gis.sipf@rajasthan.gov.in">add.gis.sipf@rajasthan.gov.in</a>
Date and time of opening of financial Bid	Will be intimated later to technically qualified bidders
Bid Validity	90 days from the bid submission deadline

\* Bidding documents purchased by head of any concern may be used by its authorized sole Representative only

(.....)

Director, State Insurance & Provident Fund Department, Jaipur

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**Note:**

- Bidder (authorised signatory) shall submit their offer on-line in electronic formats both for technical and financial proposal. However, DD against Tender Fees, RISL Processing Fees and Bid Security should be submitted physically in the office of the Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- In case, any of the bidders fail to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to ..... AM/PM by the time line given in the bid document, their bid shall be disqualified.
- The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of "Director, SI&PF" payable at "Jaipur" and Banker's Cheque/ Demand Draft for RISL Processing fees should be drawn in favour of "Managing Director, Raj-COMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
- To participate in the online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000, using which they can digitally sign their electronic bids. Bidders can also procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again)
- RISL will not be responsible for any delay in online submission at the bidders end due to any reason. For this, bidders are requested to upload the complete bid well in advance, to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 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: [eproc@rajasthan.gov.in](mailto: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 RTTP 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 RTTP Act 2012 and Rules 2013 with GF&AR thereto, the latter shall prevail.

**Budget head for deposit in SI&PF (GIS) - 0075-800-52-01**

**Budget Head for deposit in RISL - 8658-00-002-16-01**





### Tender Form

Name of the Tendering Authority	Additional Director , SI&PF Department (GIS)
Address	State Insurance & Provident Fund Deptt. (General Insurance Fund) 2 <sup>nd</sup> Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur. Phone: 0141-2740219
E-mail	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)				
Official Email Address/ Web-Site of the firm	Email:	Website:		
Fax No.				
Mobile Number	Mobile:			
Certification/Accreditation/Affiliation, if any				
No. of legal suit against the agency, if any				
Any preventive action taken by any statutory authority				

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

We 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: \_\_\_\_\_



**Pre-Bid and Bid Opening Place and Office**

Office Address	<b>Additional Director, State Insurance &amp; Provident Fund Deptt. (General Insurance Fund) 2<sup>nd</sup> Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur. Phone: 0141-2740219</b>
Office Address	<b>Additional Director, State Insurance &amp; Provident Fund Deptt. (General Insurance Fund) 2<sup>nd</sup> Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur. Phone: 0141-2740219</b>

Email- [add.gis.sipf@rajasthan.gov.in](mailto:add.gis.sipf@rajasthan.gov.in)  
website : [www.sipf.rajasthan.gov.in](http://www.sipf.rajasthan.gov.in)  
Phone : 0141- 2740219

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### Documents for Technical bid

Sr. no.	Documents Type	Document Format
<b>Fee Details</b>		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement Fee)	Instrument/ Proof of submission (PDF)
3.	Bid Security/EMD deposit proof	Instrument/ Proof of submission
<b>Eligibility Documents</b>		
1.	Bidder Profile/ Tender Form	As per Annexure enclosed
2.	Bidder Authorisation Certification	As per Annexure enclosed
<b>Technical Parameter</b>		<b>Document Required</b>
1.	The bidder may be a company public/ private limited, registered LLP. Registered partnership firm or NGO. The bidders must be registered in case of Companies under Company Act 2013 (earlier Company Act 1956), In case of partnership firms with registrar of firms and likewise. A group of companies on joint venture basis are also allowed to participate. The bidder must be at least 3 years old company	Registration Certificate
2.	The Base Line Survey Agency / Service Provider Agency must have worked with minimum <b>three</b> General Insurance companies out of which at least <b>one</b> General Insurance company must be public sector general insurance company licensed by the IRDAI for the relevant rural risk management.	self-Declaration with copy of orders
3.	The BSA should have 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 orders

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4.	The BSA must be empanelled by at least one Public/Private Sector Insurance company for the services specified in the tender.	Self-Declaration with copy of orders
5.	<ol style="list-style-type: none"> <li>1. The Functional office of Base Line Survey Agency/Service Provider Agency must be situated in Jaipur within 10 kms from Additional Director, GIS, office</li> <li>2. The BSA will set up a help desk office in the space provided by the GIS office with all the required infrastructure</li> <li>3. The BSA will open one office at district level with 2 coordinators with the entire infrastructure needed in the office</li> </ol> <p><b><u>The staff should possess :</u></b></p> <ul style="list-style-type: none"> <li>➤ Have primary knowledge of Animal Husbandry</li> <li>➤ Possess the eligibility of data collection and processing.</li> <li>➤ Have sound knowledge of how the survey is to be conducted.</li> <li>➤ Have knowledge of computers, so that the entries for the survey are done correctly by them.</li> </ul> <ol style="list-style-type: none"> <li>4. The BSA Will deploy one block coordinator at each block level having sufficient knowledge in Veterinary field</li> </ol> <ul style="list-style-type: none"> <li>❖ The total well trained field staff must not be less than 400 in all over the state of Rajasthan.</li> <li>❖ The team leader should have knowledge of Data Processing.</li> </ul>	Self Certificate Issued by competent authority of BSA. Declaration with details
6.	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
7.	The BSA should not have been blacklisted by any State Govt./ UT Administration/ Central Government / Any PSU Insurers	Self-Declaration
8.	No employee of the procuring entity (or his family member) should be associated with the Base Line Survey Agency. and vice versa.	Self-Declaration
9.	In case of any dispute, jurisdiction will be Jaipur only	Letter of Agreement. Duly signed.
10.	The agency's average annual turnover of last three FY 2021-22, 2022-23 & 2023-24 should not be less than Rs. 5 crores.	CA Certificate and returns
11.	submission of declaration that no child labour was used and will be used during the period of the survey	self- declaration
12.	Any kind of brokers, whether registered with IRDA or otherwise are not eligible to participate in this bid.	-

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**Documents for The Financial bid**

S. No.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory.
2.	Financial Bid– Format	As per BoQ (.XLS) format available one-Procurement portal

**\* My see the formats attached with the Bid document**

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.

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### Project Deliverables & Timelines

S. No.	Scope of Work (I)	Activity (II)	Deliverable (III)	Delivery Schedule (in
*T represents the Date of issuance of the work order under MMPBY				
1	Office Set-up at state level in jaipur	Bidder will set- up a dedicated functional project office at Jaipur, within 10 kms of Additional Director, GIS office	Bidder will identify suitable office space for the deployment of project team Bidder will set-up a dedicated project office in Jaipur equipped with all required IT equipment's & furniture's  Deployment of Appropriate Manpower including Full-time Manager/surveyor, Team of Experts & clerical staff	T + 15 days
2	Helpdesk Set-up at Jaipur	Bidder will set- up a dedicated helpdesk in the space provided by the SI&PF office	Setting up a dedicated helpdesk in the space provided by MMPBY 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 + 15 days
3	Office set-up at each District level	The BSA must open one office at each District with two coordinators with the entire infrastructure needed in the office.	Deployment of Manpower as specified in RFP document	T+15 days
4	Block co-ordinator for each block	Appointment of one Block co-ordinator for each block	Deployment of Manpower as specified in RFP document	T+15 days
5.	Registration of Animals	As per the schedule given by Animal Husbandry Department/ SI&PF	Deployment of Manpower for animal registration as per the schedule provided	Immediate
6	Claims Registration	Reach the place of the claim within 24 hours	Bidder will deploy dedicated staff for registration as and when they arise.  Team will prepare all necessary MIS reports	T+ 24 hours
7	Preparation of all MIS reports, and data transfer	Deployment of staff and Data. Knowledge Transfer	Team will prepare all necessary MIS reports as per the requirement of the Department and submit them within the given time lines	T+ Immediate



## Chapter 1

### Preface

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

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

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

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

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

#### **2. About Mukhyamantri Mangla Pashu Bima Yojna**

In the Modified Budget of 2024-25, The Rajasthan Government announced **Mukhyamantri Mangla Pashu Bima Yojna (MMPBY)** worth 400 crores for the year 2024-25.

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

The Government proposes to undertake to cover 5,00,000 milch Cows, 5,00,000 milch Buffalos, 1,00,000 Male or female Camels, 5,00,000 female Goats and 5,00,000 female sheep. The selection will be based on the lottery criteria.

One big animal will be considered as one cattle unit and 10 small animals ( sheep/ goat) will be considered as one cattle unit.

#### **3. Implementation of the scheme**

The scheme will be implemented by the State Insurance & Provident Fund, General Insurance Fund (SI& PF) Department known as the Procuring Entity through a Service Provider known as **Base Line Survey Agency (BSA)** successful bidder.

aml



#### 4. Objective of the Scheme

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

For the purpose of insurance the healthiest animal with highest milking capacity will taken up for benefit under the scheme.

#### 5. Geographical Scope/Coverage of the Scheme:

The Mukhyamantri Mangla Pashu Bima Scheme will be implemented in all the Districts of the Rajasthan with the requisite infrastructural framework as required.

#### 6. Animals/Livestock verification:

The Scheme shall cover any Two milch cow / buffalo or ten sheep / goat or one camel(male/female) of the selected beneficiary, through the lottery, further, it is clarified that the benefit of insurance is restricted to only Two milch cow / buffalo or ten sheep / goat or one camel(male/female) per household. The data of the selected beneficiary, selected through the lottery system will be uploaded on the portal provided by the department. The uploaded data will be verified by the Base line survey agency during the survey. The same data can be used at the time of Insurance or in case of any mishap (settlement of the claims). The BSA will cover the beneficiaries for the purpose of Insurance as per the guidelines provided.

#### 7. Valuation and age of the Animal to be insured :

The valuation and age of the animal will be assessed as per the given tables in the presence of:

- The beneficiary
- A registered veterinary practitioner.
- The Agency representative

S. No.	Type of Animal	Standard for determining Animal value for Insurance
1	Cow (Milch)	Value will be determined at Rs. 3,000 Per litre, per day, with a maximum amount of Rs. 40,000 per animal.
2	Buffalo (Milch)	Value will be determined at Rs. 4000 Per litre, per day, with a maximum amount of Rs. 40,000 per animal.
3	Goat (Female)	Maximum amount Rs. 4,000 Per animal.
4	Sheep (Female)	Maximum amount Rs. 4,000 Per animal.
5	Camel (Male & Female)	Maximum amount Rs. 40,000 Per animal.

#### 8. Determination of Animal Age

S. No.	Type of Animal	Age of Animal for Insurance
1	Cow (Milch)	3 years to 12 years
2	Buffalo (Milch)	4 years to 12 years
3	Goat (Female)	1 years to 6 years

*Signature*



4	Sheep (Female)	1 years to 6 years
5	Camel (Male & Female)	2 years to 15 years

*In case of any difference of opinion at the time of valuation, the decision of the veterinary doctor, present at the site, will be final and binding.*

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

In the event of death of the beneficiary benefits under the policy will be continued in the name of the nominee of the beneficiary. For claims after the death of the beneficiary, the claim shall be settled in favor of the nominee of the beneficiary.

**10. 12 Digit Uid Number- of The Milch Animal:**

The animal insured will have to be properly and uniquely identified at the time of verification. The Animals selected during the lottery will be verified at site, with their tag numbers and Jan-aadhar card of the beneficiary if the tag number of animal mismatch then BSA correct the tag number at the time of the registration. If the tag is lost after the registration, then re-tagging done by the BSA at the time of Insurance.

**11. Man-power Requirement:**

The successful bidder shall provide sufficient manpower in order to ensure that the MMPBY is implemented successfully in the state and base line survey is conducted as expeditiously as possible. The deployment of manpower will be jointly and amicably decided by SI&PF department and the BSA.

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

The division of work, in case of more than one successful bidder, if required, then, will be the sole discretion of SI&PF Department which is the Procuring entity, at the matching rate of L-1 according to the provisions Rule 74 of RTPP Rules 2013.

**13. Loss of Ear Tag:**

In case of loss of ear tag due to any reason, the beneficiary/owner of the animal shall immediately inform to the BSA for re-tagging. The re-tagging will be done by the concerned representative of the BSA and information of the lost tag will be mentioned in the data collected and uploaded on the portal for transparency.

**14. Extension Clause:**

The rate contract shall be extendable to a maximum of as per RTPP Act 2012, Rules 2013, if needed, on mutually agreed terms and conditions between the Procuring Entity and the Service Provider/ successful bidder. The extension clause of the Rate Contract under RTPP Act 2012, Rule 2013 shall apply to this bid/rate contract.

**15. Right to Vary Quantity:**

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





## Chapter -2

### **1. INSTRUCTIONS TO THE BIDDERS**

1. 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. The Bidders intending to participate in this bid entitled, "BID INVITATION FOR BASE LINE SURVEY AGENCY FOR OPEN COMPETITIVE BIDDING FOR IMPLEMENTING MUKHYAMANTRI MANGLA PASHU BIMA YOJNA IN RAJASTHAN", shall acquaint himself/herself with Rajasthan Transparency in Public Procurement Act, 2012 (Hereinafter called as Act) and Rajasthan Transparency in Public Procurement Rules, 2013 (hereinafter called as Rules) available on State Public Procurement Portal <https://sppp.rajasthan.gov.in> and website of Finance Department <https://finance.rajasthan.gov.in>
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 fail to submit the Tender Fee, Bid Security and RISL Processing Fee up to the date and time as mentioned in RFP, its Bid shall not be considered. The requisite fee(s) are to be paid online via E-Gras through single e-challan.
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 Pre-Bids shall be opened in the office of the Director, State Insurance and Provident Fund, General Insurance Fund, Government of Rajasthan, Jaipur in the presence of the Bidders or their representatives who wish to be present.
9. All the technical Bid shall be opened & downloaded from the **e-Procurement portal** <http://sppp.rajasthan.gov.in>, <http://eproc.rajasthan.gov.in>, [www.sipf@rajasthan.gov.in](mailto:www.sipf@rajasthan.gov.in) and will be opened in the office of the Director, State Insurance and Provident Fund, General Insurance Fund, Government of Rajasthan, Jaipur in the presence of the Bidders or their representatives, who wish to be present.
10. The provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013 shall be applicable for this procurement. In case of any inconsistency in any of the provisions of this bidding document with the RTPP Act, 2012 and the Rules, 2013, the latter shall prevail.
11. The Director, State Insurance and Provident Fund, General Insurance Fund, Government of Rajasthan, Jaipur strictly prohibits Child Labor at any stage during the process of the implementation of the scheme as BSA. The procuring entity encourages the bidders to take sufficient steps to identify, report and address child labour during the tenure of the bid.
12. The copy of Challan of the Fee(s) paid may be submitted in hard copy also, for the cross check/ verification of payment mechanism.



## **2. Declarations to be submitted by the bidder:**

The bidder shall submit the following declarations under his sign and seal or through a representative of the bidder, authorized for the same.

- a) 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.
- b) This clause further implies that the bidder should not be a black listed or debarred firm on the date on which this bid has been invited.
- c) 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.
- d) The bidder shall give an undertaking that no child labour will be involved during the course of the tenure of the bid.
- e) The bidder shall declare that it does not have any conflict of interest as may be prescribed and specified in the pre-qualification documents, bidder registration documents or bidding documents, which materially affect fair competition.
- f) A certificate stating that none of the bidder's Directors and officers, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings
- g) Give an undertaking that it is not insolvent or bankrupt or being wound up.
- h) Give a certificate that it does 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 any legal proceedings .

**Non disclosure of any of the above information may lead to disqualification of the bidder**





### 3. BIDDER'S ELIGIBILITY CRITERIA

	Technical Parameter	Document Required
1.	The bidder may be a company public/ private limited, registered LLP. Registered partnership firm or NGO. The bidders must be registered in case of Companies under Company Act 2013 (earlier Company Act 1956), In case of partnership firms with registrar of firms and likewise. A group of companies on joint venture basis are also allowed to participate. The bidder must be at least 3 years old company	Registration Certificate
2.	The Base Line Survey Agency / Service Provider Agency must have worked with minimum <b>three</b> General Insurance companies out of which at least <b>one</b> General Insurance company must be public sector general insurance company licensed by the IRDAI for the relevant rural risk	self-Declaration with copy of orders
3.	The BSA should have 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 orders
4.	The BSA must be empanelled by at least one Public/Private Sector Insurance company for the services specified in the tender.	Self-Declaration with copy of orders
5.	<p>1. The Functional office of Base Line Survey Agency/Service Provider Agency must be situated in Jaipur within 10 kms from Additional Director , GIS, office</p> <p>2. The BSA will set up a help desk office in the space provided by the GIS office with all the required infrastructure</p> <p>3. The BSA will open one office at district level with 2 coordinators with the entire infrastructure needed in the office</p> <p><b>The staff should possess :</b></p> <ul style="list-style-type: none"> <li>➤ Have primary knowledge of Animal Husbandry</li> <li>➤ Possess the eligibility of data collection and processing.</li> <li>➤ Have sound knowledge of how the survey is to be conducted.</li> <li>➤ Have knowledge of computers, so that the entries for the survey are done correctly by them.</li> </ul> <p>4. The BSA Will deploy one block coordinator at each block level having sufficient knowledge in Veterinary field</p> <ul style="list-style-type: none"> <li>❖ The total well trained field staff must not be less than 400 in all over the state of Rajasthan.</li> <li>❖ The team leader should have knowledge of Data Processing.</li> </ul>	Self Certificate Issued by competent authority of BSA. Declaration with details



6.	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
7.	The BSA should not have been blacklisted by any State Govt./ UT Administration/ Central Government / Any PSU Insurers	Self-Declaration
8.	No employee of the procuring entity (or his family member) should be associated with the Base Line Survey Agency. and vice versa.	Self-Declaration
9.	In case of any dispute, jurisdiction will be Jaipur only	Letter of Agreement. Duly signed.
10.	The agency's average annual turnover of last three FY 2021-22, 2022-23 & 2023-24 should not be less than Rs. 5 crores.	CA Certificate and returns
11.	submission of declaration that no child labour was used and will be used during the period of the survey	self- declaration
12.	Any kind of brokers, whether registered with IRDA or otherwise are not eligible to participate in this bid.	-

and



#### **4. Information from the bidder**

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.

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.

#### **5. sub-letting of the contract :**

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

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

- a) The information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation.
- b) The information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete or is false.
- c) The procuring entity may anytime ask the pre-qualified bidder, to demonstrate its qualifications again in accordance with the same criteria presented by them at the time of prequalification, but, in case the bidder fails to demonstrate its qualifications again, then the procuring entity shall disqualify such bidder.

#### **7. Code of Integrity for Bidders**

No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.

The code of integrity includes provisions for: - Prohibiting any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process

Any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.

Any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness, and progress of the procurement process

Improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain

Any financial or business transactions between the bidder and any officer or employee of the procuring entity

Any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process

Any obstruction of any investigation or audit of a procurement process

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**8. Disclosure of conflict of interest**

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.

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

Exclusion of the bidder from the procurement process

Calling-off of pre-contract negotiations and forfeiture or encashment of bid security

Forfeiture or encashment of any other security or bond relating to the procurement

Recovery of payments made by the procuring entity along with interest thereon at bank rate

Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity

Debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

*and*



## Chapter-3

### Bid Document

#### **1. Cost & Language of Bid**

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

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

- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended But, only in exceptional circumstances 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 adopted as the publication of initial bidding document.

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

#### **3. Changes in the Bid Document**

- a) At any time, prior to the deadline for submission of 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 RTTP 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 only considered for evaluation.

#### **4. Opening of Bids**

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorized Representatives.
- b) The committee shall prepare a list of the bidders, or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- c) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to the entities mentioned in the NIB.
- d) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
  - 1. Bid is accompanied by bidding document fee, bid security and processing fee (if applicable);
  - 2. Bid is valid for the period, specified in the bidding document.
  - 3. Bid is unconditional and the bidder has agreed to give the required performance security; and
  - 4. Other conditions, as specified in the bidding document are fulfilled.
  - 5. Any other information which the committee may consider appropriate.
- e) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- f) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

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

- a) A Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement Website. Bidders are also advised to refer "**Bidders Manual Kit**" available at e-Procurement website for further details about the e-Tendering process
- b) Bids once withdrawn shall not be opened/ processed or reconsidered further.

#### **6. Selection Method**

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

In the event the more than one bidder quotes the same lowest price, then the bid securing the highest technical ground will be adjudicated as the best value Bid.

*and*



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

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in> or <http://sppp.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage- two part/ cover system shall be followed for the Bid: -
  - ☐ Technical Bid, including fee details, eligibility & technical documents of the bidder
  - ☐ Financial Bid

#### **8. Clarification of Bids**

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

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

No 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.

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

#### **9. Determination of Responsiveness**

- The bid evaluation committee shall determine the responsiveness of a Bid, ensuring the requirements of the bidding document and that it is without any material deviation, reservation, or omission and meets all the provisions of pre-qualification/ eligibility criteria of the bidding document.
- The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, 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.





## Chapter - 4

### **1. Scope and work of BSA**

- The BSA will be responsible for collection of survey related information from concerned beneficiary and upload it on the portal within stipulated time.
- Complete the work assigned for the purpose of successful functioning, implementation and supervision of the scheme.

### **2. Base Line Survey**

- a) Verifying the data of the registered family.
- b) Explaining to the beneficiary the scope and nature of the scheme.
- c) Collection of the required documents from the beneficiary.
- d) After successful verification of the required documents and information uploading the same on the portal through Geo synchronized app.
- e) In case of any dispute of data collection the same shall be intimated to the SI&PF Department.
- f) Submit a report on day-to-day basis of the data collected.
- g) Storage of all the information collected in electronic format and sharing of the same with the SI&PF Department.
- h) Co-ordinating with the veterinary doctor for his availability during the survey.
- i) Ensuring the photograph of the animal, Fitness Certificate of the animal and other specification as per the scheme and application requirement.
- j) Tagging of the animal, where necessary.
- k) Correction of tag number / Lakhpati Didi Card no / Gopal Card no. if required.

**May refer Government order order number ..... dated .....for all the other information.**

### **3. Documents for data processing and its collection.**

#### **Duties of BSA :**

- a) Collect and upload Photographs (3 Nos.) ( Photograph of the Tag along with tagging the animal, Beneficiary with the Jan-Aadhar card, photograph of the beneficiary with the animal)
- b) Ensure availability of the Veterinary Doctor and the beneficiary at the time of survey and issuing the health certificate of the animal,
- c) Check details of the Beneficiary, other documents etc as per the policy requirement.
- d) Ensure to check if the animal is also insured from any other agency through any other government scheme and mention the same in the collection data information.

### **4. At the time of the death of the animal:-**

- a. The baseline survey agency will ensure to visit the beneficiary within 24 hours, when the insured animal of the beneficiary dies. During this visit, he will coordinate with the veterinary doctor to conduct the postmortem of the dead animal and ensure uploading the postmortem report, photographs and other details as per the requirement.

*and*



- b. After the postmortem is conducted, BSA will ensure uploading of three photographs comprising of :-
  1. Complete photo of dead animal with tag and the beneficiary
  2. Postmortem photo and
  3. Beneficiary with the Insurance Policy
- c. 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.

#### 5. MMPBY coverage for beneficiary family

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

#### Type of death covered under MMPBY

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

#### 6. Waiting Clause

There will be a waiting clause of 21 days in case of natural death of the animal. But, in case of any death due to accident / natural calamities / fire incident / thunder storm / electric current shock / poisonous snakes bite / poisonous insect bite / consuming poisonous grass and leaves by the animal there will be no waiting clause.

#### 7. Data collection Procedure and its processing

- a) Collection of the Data on the app provided by the SI&PF department
- b) checking the details of the animal and the beneficiary as per the result of the lottery
- c) The data collection will be done on Geo synchronized method
- d) Visiting the beneficiary house hold
- e) Verifying the beneficiary details.
- f) Physical verification of the animal which is to be insured.
- g) Ensuring that the insured animals are as per the policy requirement..
- h) Ensuring that the animals selected for insurance are fit in health and are not suffering from any disease.
- i) Getting the health certificate issued by the veterinary doctor in his presence.

*any*



**8. Activities to be under taken by BSA**

- a) The BSA shall set up a separate office in Jaipur to provide BSA services to SI&PF(GIF) department.
- b) 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
  - 1) Insurance done
  - 2) Death claims received and postmortem done
- c) BSA shall provide a telephone help line, the cost of which shall be borne by the BSA.
- d) The BSA shall submit a monthly report by e-mail / hard copy to the 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.
- e) 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.

*and*



## Chapter-5

### Payment Terms, Schedule and Penalties

#### 1. Payment Terms, Schedule

- a) The payment to the selected bidder/ BSA shall be based on the rate approved for the contract by the Government.
- b) The rate approved for the contract is the yearly cost and same shall be paid to the Agency on quarterly basis after deduction of penalty & taxes as applicable and after successful completion of the work.
- c) Invoices to be raised quarterly, along with progress report, by the selected bidder/BSA upon completion of required work. All payments shall be made based on work completed and approved by MMPBY office.
- d) The BSA will provide all reports required under the project on monthly, quarterly, half yearly and yearly basis for MMPBY.
- e) Any delay by the BSA on the deliverable(s) or in submitting the required information to the Department shall not account for the delay on Department's part.
- f) The selected bidder/BSA's request for payment shall be made to the department in writing, accompanied by invoices describing the services delivered and associated performances pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract, due payments shall be made by the department after examining of the invoice or request for payment by the selected bidder/BSA.
- g) The currency or currencies in which payments shall be made to the selected bidder/BSA under this Contract shall be Indian Rupees (INR) only.
- h) In case of disputed items, the disputed amount shall be with-held and will be paid only after settlement of the dispute.
- i) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments.
- j) Taxes, as applicable, will be deducted at the time of the payment / paid as per the prevalent rules and regulations
- k) No Advance Payments of any kind shall be made to BSA

#### 2. Penalty Terms & Conditions

- a) 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 for respective quarter..
- b) The total penalty, if any, in any quarter shall be deducted from the total amount due for the quarter.



- c) The penalty clause will not be applicable for the first quarter, except for the office set up ( per office ) of the contract period. The first quarter shall be considered as settling period for the BSA. But if, any penalty is imposed on an officer of the department under Rajasthan Public Service Guarantee Act - 2011 or by any other court and cause of penalty is delay caused by BSA, the same shall be charged from BSA.
- d) All penalty & Taxes will be applicable as per the provisions of the RTPP act 2012 and RTPP rules 2013
- e) The penalty amount will be calculated based on the defined time frames as mentioned below

S. no	Total number of targeted animals	Time frame for duration of survey and work completion	Penalty	Amount
	21 lakh animals	The date, time place will be determined by the Animal husbandry department. The department will share the same with the SI&PF Department and which will be shared with the BSA by the SI&PF Department	1) If the BSA representative does not report at the designated time and date for the survey / Registration 2) If the BSA representative does not report at the time of claim/ postmortem 3) For delay in setting up the office at the district level , head office and help desk	500/- per slot per camp  750/- per claim  500/- per day ( per office )

- f) Imposition of penalties amounting to 10% of the contract value for a continuous period of 2 quarters shall be treated as non-performance and beyond which the tendering authority may initiate action for the termination of the Contract and may also forfeit the PSD. The tendering authority may also debar the Selected Bidder from bidding (for all types and form of bids) for at least three years in GoR.

### 3. Forfeiture of Security Deposit:

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

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

*and*



## Chapter-6

### Bid Security / Performance security

#### 1. Bid Security / Performance security

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

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) The Bid security to be deposited through e-gras
- d) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision **shall not** be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- e) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- f) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- g) Prior to presenting a submission, a bidder may request the procuring entity to 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) FDR may also be considered as the bid security amount if the FDR presented is in the name of the procuring entity. The same will only be considered on after the bidder furnishes an undertaking from the bank to make a premature payment of the FDR to the procuring entity without the requirement or the consent of the bidder. In the event of the forfeiture of the performance security, the FDR shall be forfeited along with the interest earned on such FDR.
- i) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer will not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the



confirmer, as the case may be, has become insolvent or has otherwise ceased to be credit worthy.

- j) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- k) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
  - When the bidder withdraws or modifies its bid after opening of bids.
  - When the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period.
  - When the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified.
  - When the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
  - If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- l) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- m) No interest shall be payable on the bid security / PSD.
- n) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security or refunded if the successful bidder furnishes the full amount of performance security.
- o) The procuring entity shall promptly return the bid security after the earliest of the following events, namely: -
  - The expiry of validity of bid security.
  - The execution of agreement for procurement and performance security is furnished by the successful bidder.
  - The cancellation of the procurement process; or
  - The withdrawal of bid prior to the deadline for presenting bids unless the bidding documents stipulate that no such withdrawal is permitted.

*and*



## Chapter-7

### Evaluation and Tabulation of Bids

#### **1. Evaluations of Technical Bids**

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

#### **2. Tabulation of Technical Bids**

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

#### **3. Firms Qualifying in technical Bid:**

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

#### **4. Evaluation & Tabulation of Financial Bids**

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

- The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation 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 data sheet shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied.

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

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





## **5. Lack of competition**

A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether, while floating the NIB all necessary requirements to encourage competition like standard 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: -

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

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

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

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

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

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

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

As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format





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.

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

The bid security of the bidders 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.

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

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

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

When any terms and condition of the contract is breached.

When the bidder fails to make complete supply satisfactorily.

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

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

#### **8. Right to vary quantity**

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

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

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

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

*and*



## **9. Performance Security**

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

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

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

## **11. Forfeiture of Security Deposit:**

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

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

## **12. Execution of agreement**

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.

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

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





acceptance the rates of lowest bidder to the next lowest bidder, in accordance with the criteria and procedures set out in the bidding document.

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

### **13. Confidentiality**

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

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

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

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

### **14. Cancellation of procurement process**

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.

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:
- 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.
- 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 that has been declared as successful but no procurement contract has been entered into.

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.

### **15. Offenses by Firms/Companies**

Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as

*ant*



well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly.

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

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

#### **16. Debarment from Bidding**

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

Under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for 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.

A bidder debarred under (6.35.1) 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.

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

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

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

#### **17. Termination for Default**

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

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

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

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

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





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

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

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

The unpaid value of all the services given by the Bidder and accepted by the purchaser in 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.

**18. Termination for Insolvency**

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

**19. Termination for Convenience**

MMPBY office, by a written notice of at least 30 days 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.

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

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

*and*



## Chapter-8

### Exit Mechanism

#### **1. Exit Management**

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

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

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

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

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

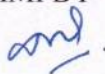
#### **2. Training, hand-holding, and knowledge transfer**

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

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

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

MMPBY or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit MMPBY or its nominated agencies and/ or any





replacement operator to have reasonable access to its employees and facilities as reasonably required by MMPBY or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

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

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

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

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

Before the expiry of the exit management period, the selected bidder shall deliver to MMPBY or its nominated agencies all new or up-dated materials from the categories set out above 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.

#### **5. Transfer of certain agreements**

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

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

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

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

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

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

*amf*



## Chapter-9

### Appeals and Dispute Resolution

#### **1. DISPUTE RESOLUTION**

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

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

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

- 1.3. Procedure for reference to the Standing Committee: The 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.

*and*



Government of Rajasthan  
State Insurance and SI&PF Department,  
General Insurance Fund  
Room No. 201-B, IInd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur, 302005

Reference number.....

Date .....

**1. DRAFT AGREEMENT**

This Agreement is made, entered into and executed at Jaipur, Rajasthan on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By and Between

Director, State Insurance and SI&PF Department, (GIS) Room No. 201-B, IInd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur, Rajasthan as the Insurer, referred as the First party.

**AND**

..... as Base Line Survey Agency referred to as BSA, as mandated and nominated by the State Insurance and Provident Fund Department, (GIS) Government of Rajasthan, and duly registered under the Companies Act, 1956 having its Corporate Office at ....., referred to as the second Party.

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

**WHEREAS, the Bidder.....** (Name of the firm), has represented itself to be engaged as the Base line survey agency to **collect data, tag the animal and to arrange for the postmortem** at the time of the death of the animal under the Mukyamantri Mangla Pashu Bima yojna, as per the terms and conditions specified in the bid document .

**WHEREAS, the Second Party .....** ( Name of the BSA) has agreed to provide related services, as above, to the beneficiaries under Mukyamantri Mangla Pashu Bima yojna to the department as per the agreement w.e.f. ....

**NOW THEREFORE**, in consideration of the mutual consent of both the parties, herein contained, the Parties hereto agree to follow all the terms and conditions as specified in the Bid document and as per the agreement document signed between both the parties:

**2. GENERAL TERMS OF THE AGREEMENT**

- 2.1. The Mukyamantri Mangla Pashu Bima yojna is subject to amendment from time to time and BSA shall provide the administrative services accordingly.
- 2.2. The RFP document and any amendment thereto, scheme document (as defined in respective rules/schemes) any notification/orders/circulars regarding the scheme issued by the Government of Rajasthan will become 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 at the helpdesk during specified hours by 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 the animal registration for the Insurance purposes and also conduct claim registration as and when required. All service requests will be settled on *first in first out* (FIFO) basis. The BSA shall ensure following FIFO for animal registration and claim registration.
  - ii. The BSA will ensure following all the process mentioned in the bid document for animal registration and claim registration within prescribed time as mentioned in the bid document.
  - iii. The BSA shall do the formalities for animal registration and claim registration online. Access to the portal will be provided to the BSA by the department
- 3.4. If there are any clerical or procedural shortcomings in the animal registration and claim registration, The BSA will seek correct information from beneficiary.
- 3.5. The BSA shall submit/upload information of Mukyamantri Mangla Pashu Bima yojna beneficiary on portal with all required documents upon which a animal registration and claim registration is based.
- 3.6. Any veterinary practitioner or an officer authorized by the BSA/GIS shall be allowed to examine the case, if it is required.
- 3.7. The BSA shall not be liable to register any claim under this scheme if such claim be in any manner fraudulent or supported by any fraudulent means or device, whether by the Mukyamantri Mangla Pashu Bima yojna beneficiary person or by any other person acting on his behalf.
- 3.8. At the end of each month, a statement showing the number of the Mukyamantri Mangla Pashu Bima yojna beneficiaries, No. of animals registered, No. of claim registered, Number of claims rejected etc. will be provided to the Additional Director, GIS. as per the schedule specified in the bid document

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

The Data of the successful beneficiaries through the lottery system will shared with the BSA, by SI&PF (GIS) Department, once received from the Animal husbandry Department.

**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 GIS.

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

- i. It will comply with all applicable Laws including but not limited to the Insurance Regulatory and Development Authority.
- ii. BSA will ensure that, it will service all the products and requirements to 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.
- iii. That, BSA will allow GIS the right to audit all the data uploaded and further will allow 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.
- iv. 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 **MMPBY**, 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 **MMPBY**, shall be handed over to that GIS by the BSA forthwith, complete in all respect.

5.4. **OBLIGATION OF MMPBY:**

- 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:**

Refer Bid document Number ..... Dated ..... (NIB)

7. **Payment Terms & Schedule**

Refer Bid document Number ..... Dated ..... (NIB)

8. **Penalty Terms & Conditions**

Refer Bid document Number ..... Dated ..... (NIB)

and /



## 9. INDEMNIFICATIONS

- Each party hereby indemnifies the other party from and against all or any costs / damages or losses (whether consequential, business or otherwise) arising out of the breach of a representation, or any breach of the Agreement or for non-fulfilment of its obligations under law to any third party/parties.
- 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 Liability, damages and / or costs (Including but not limited to Legal fees) arising from, out of or in connection with-
  - The Non-fulfilment of its obligations under law or to any third party/parties.
  - The gross negligence and/or willful misconduct by it and or its officers, directors, Employees, agents or affiliates;
  - The infringement or violation of any third party's copyright, patent, trade secret, Trademark, intellectual property, intellectual property right in relation to the Services.

## 10. TERMINATION

### **Termination for Default**

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 send to the supplier/ selected bidder, terminate the contract in whole or in part: -

- 10.1.1 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 MMPBY; or
- 10.1.2 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
- 10.1.3 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.
- 10.1.4 If the supplier/selected bidder commits breach of any condition of the contract.
- 10.1.5 If GIS terminates the contract in whole or in part, amount of PSD may be forfeited.
- 10.1.6 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.
- 10.1.7 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.





#### **10.1. 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 MMPBY.

#### **10.2. Termination for Convenience**

MMPBY, 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.

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.

### **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**
  - 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".

*and*



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. AMENDMENT**

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

**19. 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).

**20. Exit Mechanism**

Refer Bid document Number ..... Dated ..... (NIB)

**21. 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 form or in connection with this Agreements, including a breach thereof, shall also be governed by the Laws of the Republic of India.

**22. DISPUTE RESOLUTION**

Refer Bid document Number ..... Dated ..... (NIB)

IN WITNESS WHEREOF the parties here have duly executed this Agreement, as on.....  
..... and signed duly by their authorized officers

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

*and*



## **DEFINITIONS AND INTERPRETATION USED IN THE DOCUMENT :**

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 identified as the beneficiary under Mukyamantri Mangla Pashu Bima yojna
- 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 in the bid no.....
- 1.5. **"Coverage"** shall mean the entitlement to the beneficiaries upon death of his insured animal in the scheme, 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. **"MMPBY"** means Mukyamantri Mangla Pashu Bima yojna.
- 1.11. **"Government"** shall mean the Government of Rajasthan.
- 1.12. **"Law"** includes all statutes, enactments, acts of legislature, laws, ordinances, rules, bi-laws, regulations, notifications, guidelines, policies, directions, directives and orders of the government, statutory authority, court, tribunal, board, or any Government recognized entity .
- 1.13. **"Party/ parties "** shall mean the SI&PF department, General Insurance Fund (GIS)/ the BSA/ the families/beneficiary.
- 1.14. **"Scheme"** shall mean Mukyamantri Mangla Pashu Bima yojna
- 1.15. **"Services"** shall mean all services and ancillary services agreed to be made available by the BSA to the GIS.
- 1.16. **"Service Area"** shall mean the area within which the General Insurance Fund has authorized the BSA to provide Services.
- 1.17. **"BSA"** shall mean any Base line Survey Agency which is a company registered under Company Act having baseline survey experience.
- 1.18. **"RFP"** Request for Proposal.

*and*



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

**TENDER FORM**

Name of the Tendering Authority	Director, SI&PF Department (GIS)
Address	Office Address <b>Additional Director,  State Insurance &amp; Provident Fund  Deptt.  (General Insurance Fund)  2<sup>nd</sup> Floor, D-Block, Vitta Bhawan,  Jyoti Nagar, Jaipur 302005  Phone: 0141-2740219</b>
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)				
Official Email Address/ Web-Site of the firm	Email:	Website:		
Fax No.				
Mobile Number	Mobile:			
Certification/Accreditation/Affiliation, if any				
No. of legal suit against the agency, if any				
Any preventive action taken by any statutory authority				

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

We 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: \_\_\_\_\_



## BIDDER'S AUTHORIZATION CERTIFICATE

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

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_

*am*



SELF-DECLARATION

(On rupees 100/- non judicial stamp paper)

To,

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

In response to the NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for  
Mukhyamantri mangla pashu Bima Yojna, GOR as an Owner/ Partner/ Director/ Auth. Sign. of  
\_\_\_\_\_, I/ We hereby declare that presently our Company/ firm is  
situated at \_\_\_\_\_, at the time of bidding, -

That, the company 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.

That, we are 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.

That, the company does not have any disputes with any entity in India or any other country during the last three years.

That, it does not have any debarment by any other procuring entity and is not insolvent in receivership, bankrupt or being wound up, nor 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.

That, 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.

That, we will comply by the code of integrity specified and required under the project

That, 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 veterinary and legal assistance as and when required.

That, In case of any dispute, jurisdiction for settling of the dispute will be Jaipur only.

That, If this declaration is found to be incorrect, then without prejudice any action may be taken as per the provisions of the applicable Act and Rules thereto decided by GoR.

Date: \_\_\_\_\_  
Place: \_\_\_\_\_

Thanking you,



Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -



**FINANCIAL BID COVER LETTER & FORMAT**

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

Reference: NIB No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Dear Sir,

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

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

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

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

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

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

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

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

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

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

Date:

*and*

Authorized Signatory

Name:

Designation:



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

**Indicative Financial Bid Format**

Item no.	Task	Units	Rate per animal (including all taxes)	Rate per animal (in words incl.all taxes)
1	Registration of the beneficiary and the animal (As per scope of work), Claim registration on the portal (approx 3.5 % of 21laks animals)	21 Lakh animals (Approx)		
<ul style="list-style-type: none"> <li>The above insurance work of the animals (cow/buffalo/Camel/sheep/Goat) under MMPBY for survey ,Tagging ( as and when required ) and registration of 21 lakh animals (approx.) and for field management of the post mortem Units .</li> <li>Combined rates to be given for both the works</li> </ul>				

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

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

Date:

Authorized Signatory

Name:

Designation:





**BANK GUARANTEE FORMAT**

**BANK GUARANTEE FORMAT –BID SECURITY**

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

To,

**The Additional Director,**  
State Insurance and P.F. Deptt., (GIS)

Room No. 201-B, IInd Floor, D-Block, Vitta Bhawan,  
Jyoti Nagar,  
Jaipur 302005 (Rajasthan).

Madam/Sir,

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

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

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

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

We, the aforesaid bank, further agree that the GIS shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the 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 there under.

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

any



## 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.





**BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)**

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

To,

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

1. In consideration of the Additional Director, State Insurance and SI&PF Department, (GIS) Room No. 201-B, IInd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur Rajasthan (hereinafter called "GIS") having agreed to exempt M/s .....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....dated .....made between the GIS through ..... and .....(Contractor) for the work .....(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees .....only), we .....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of .....Contractor(s) do hereby undertake to pay to the GIS an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the GIS. Any such demand made on the bank by the GIS shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the GIS and We..... (Indicate the name of Bank), bound ourselves with all directions given by GIS regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the GIS any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal, and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of GIS under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the GIS certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We .....(indicate the name of Bank) further agree with the GIS that the GISs 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).
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*



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

Check list for technical bid

Sr. no.	Documents Type	Document Format
<b>Fee Details</b>		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement Fee)	Instrument/ Proof of submission (PDF)
3.	Bid Security/EMD deposit proof	Instrument/ Proof of submission
<b>Eligibility Documents</b>		
1.	Bidder Profile/ Tender Form	As per Annexure enclosed
2.	Bidder Authorisation Certification	As per Annexure enclosed
<b>Technical Parameter</b>		<b>Document Required</b>
1.	The bidder may be a company public/ private limited, registered LLP. Registered partnership firm or NGO. The bidders must be registered in case of Companies under Company Act 2013 (earlier Company Act 1956), In case of partnership firms with registrar of firms and likewise. A group of companies on joint venture basis are also allowed to participate. The bidder must be at least 3 years old company	Registration Certificate
2.	The Base Line Survey Agency / Service Provider Agency must have worked with minimum <b>three</b> General Insurance companies out of which at least <b>one</b> General Insurance company must be public sector general insurance company licensed by the IRDAI for the relevant rural risk management.	self-Declaration with copy of orders

am



3.	The BSA should have 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 orders
4.	The BSA must be empanelled by at least one Public/Private Sector Insurance company for the services specified in the tender.	Self-Declaration with copy of orders
5.	<ol style="list-style-type: none"> <li>1. The Functional office of Base Line Survey Agency/Service Provider Agency must be situated in Jaipur within 10 kms from Additional Director, GIS, office</li> <li>2. The BSA will set up a help desk office in the space provided by the GIS office with all the required infrastructure</li> <li>3. The BSA will open one office at district level with 2 coordinators with the entire infrastructure needed in the office</li> </ol> <p><b><u>The staff should possess :</u></b></p> <ul style="list-style-type: none"> <li>➤ Have primary knowledge of Animal Husbandry</li> <li>➤ Possess the eligibility of data collection and processing.</li> <li>➤ Have sound knowledge of how the survey is to be conducted.</li> <li>➤ Have knowledge of computers, so that the entries for the survey are done correctly by them.</li> </ul> <ol style="list-style-type: none"> <li>4. The BSA Will deploy one block coordinator at each block level having sufficient knowledge in Veterinary field</li> </ol> <ul style="list-style-type: none"> <li>❖ The total well trained field staff must not be less than 400 in all over the state of Rajasthan.</li> <li>❖ The team leader should have knowledge of Data Processing.</li> </ul>	Self Certificate Issued by competent authority of BSA. Declaration with details
6.	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
7.	The BSA should not have been blacklisted by any State Govt./ UT Administration/ Central Government / Any PSU Insurers	Self-Declaration
8.	No employee of the procuring entity (or his family member) should be associated with the Base Line Survey Agency. and vice versa.	Self-Declaration
9.	In case of any dispute, jurisdiction will be Jaipur only	Letter of Agreement. Duly signed.





10.	The agency's average annual turnover of last three FY 2021-22, 2022-23 & 2023-24 should not be less than Rs. 5 crores.	CA Certificate and returns
11.	submission of declaration that no child labour was used and will be used during the period of the survey	self- declaration
12.	Any kind of brokers, whether registered with IRDA or otherwise are not eligible to participate in this bid.	-

*and*



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

**Documents for the Financial bid**

S. No.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-5(PDF)
2.	Financial Bid– Format	As per BoQ (.XLS) format available one-Procurement portal

- a) 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.

**Signature of Members**

1.

2.

3.

4.





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

**Code of Integrity**

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

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 any 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 pervious 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 any 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.





### Declaration by the Bidder Regarding Qualification

(To be submitted along with the first part bid)

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

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

Date:

Place:

Signature of bidder  
(With Office Seal)





### Additional Conditions of Contract

(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 RTPP 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.

am/



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 KAMDHENU BIMAYOJANA for the tender period of Six MonthsI/We declare that we are participating in this bid in the capacity of a .....I/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)

*aml*



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

**MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

Authorities before whom the appeals can be filed

1. First appeal - Director SI&PF, Jaipur, Rajasthan
2. Second Appeal -Secretary, (exp) Finance Department, GOR

Appeal No .....of .....

Before the ..... (First/ Second Appellate Authority)

Particulars of appellant:

Name of the appellant:

Official address:

Residential address

Name and address of the respondent(s):

.....  
.....  
.....

Number and date of the order appealed against and name and designation of the officer/ authority that 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:

.....

If the Appellant proposes to be represented by a representative, the name and postal address of the representative: .....

Number of affidavits and documents enclosed with the appeal: .....

Grounds of appeal (supported by an affidavit) : .....

Place .....

Date .....

*any*

Appellant's Signature  
70



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

**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.
- (2) A bidder who has been declared as successful, can only file such an appeal and who have actually participated in the procurement process.
- (3) The officer to whom an appeal is filed shall endeavor to dispose it of within thirty days from the date of the appeal.
- (4) If the bidder is aggrieved by the order passed by the first appellate authority, or if the appeal is not disposed within the stipulated time, as the case may be, he may file a second appeal to the second appellate authority within 30 days 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.
- (5) **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.
  - (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 concerned appellate authority.
- (6) **Procedure for disposal of appeal**
  - (a) 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.
  - (b) The Order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal and official website





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

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

<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 , Rules 2013
<b>Authorised Signatory</b>	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.
<b>BG</b>	Bank Guarantee
<b>Beneficiary</b>	Holder of Jan-aadhar Card . Successful beneficiary in the MMPBY
<b>Bid/ e-Bid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal, or quotation in electronic format
<b>Bid Security</b>	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.
<b>Bidder</b>	Base Line Survey Agency
<b>Bidding Document</b>	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
<b>BSA</b>	Base Line Survey Agency
<b>CMC</b>	Contract Monitoring Committee
<b>Competent Authority</b>	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.
<b>Contract/ Procurement Contract</b>	A contract entered into between the procuring entity and the successful bidder concerning the subject matter of procurement
<b>Contract/ Project Period</b>	commencing date of issue of Work order.
<b>Day</b>	Calendar day of the GOR calendar
<b>DDO</b>	Drawing Disbursing officer
<b>Department</b>	State Insurance and Provident Fund Department GoR.
<b>DoIT&amp; C</b>	Department of Information Technology and Communications, Government of Rajasthan.
<b>FIFO</b>	First In First Out
<b>GIS</b>	General insurance scheme
<b>GIF</b>	General insurance Fund
<b>GoR</b>	Government of Rajasthan
<b>GST</b>	Goods and Service Tax
<b>IFB</b>	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)
<b>INR</b>	Indian Rupee
<b>IRDA</b>	Insurance Regulatory & Development Authority
<b>IT</b>	Information Technology
<b>ITB</b>	Instruction To Bidders
<b>LD</b>	Liquidated Damages
<b>LoI</b>	Letter of Intent
<b>MMPBY</b>	Mukhyamantri Mangla pashu Bima Yojna



NIB	Notice Inviting Bid
OIC	Officer In Charge
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
PSD/ SD	Performance Security Deposit/ Security Deposit
GIS office	General Insurance Fund, SI&PF at Vitta Bhawan, Jaipur.
RISL	Raj COMP Info Services Limited
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	<a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>
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

and