

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

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

Sr.No. F4(12) GIS/Store/MKBY/CPA-Proc/2023-24/

Date:

Notice Inviting E-Bid

“मुख्यमंत्री कामधेनू बीमा योजना” के अन्तर्गत प्राप्त होने वाले दावों के निस्तारण संबंधी समस्त कार्य हेतु।

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

Name Of Work	“मुख्यमंत्री कामधेनू बीमा योजना” के अन्तर्गत प्राप्त होने वाले दावों के निस्तारण संबंधी समस्त कार्य हेतु।
Estimated Cost	INR 75 lacs. only (inclusive of all taxes.)
Earnest Money Deposit (EMD)	<ul style="list-style-type: none">• 2% of the estimated cost of procurement. Rs.1,50,000/-• Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security.• Appropriate exemptions have been given to selected agencies as mentioned in Rule 42 of RTPP Rules 2013.
Cost Of Bid Document (Payable Online Through E-GRAS)	INR 2,000/- Two Thousand Rupees only. (non-Refundable) through e-Gras.
RISL Processing Fee.	INR 2500/- (payable online through e- Gras) + applicable taxes. (non-Refundable)
Date Of Publishing Notice Inviting Bid (NIB) On Official Website, E-Procurement portal and SPPP portal Rajasthan.	Date: 13-09-2023
Date From Which Bidding Document Can Be Downloaded From E-Procurement Portal and Departmental Website.	Date: 13-09-2023
Date, Time and Place for Offline Pre-Bid Meeting/Conference	Date 18-09-2023 Time 11.00 AM 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, SI&PF Deptt. (General Insurance Fund) 2nd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur. Phone: 0141-2740219 E-mail add.gis.sipf@rajasthan.gov.in
Last Date and Time for Submitting Queries to The Procuring Entity. (Through Mail and Offline)	Date 18-09-2023 Time 11.00 AM
Pre-Bid Replies of Queries to Be Uploaded by Department.	Date 18-09-2023 Time 6.00 PM
Start Date and Time Submission of Bids On E-Procurement Portal	Date 18-09-2023 Time 6.15 PM
Last Date and Time Submission of Bids On E-Procurement Portal	Date 22-09-2023 Time 2.00 PM
Date Of Opening of Bids (Technical)	Date 22-09-2023 Time 3.00 PM
Date Of Opening of Financial Bid	After evaluation of technical bid, bidder will be informed separately and also on portal

[Handwritten signatures and dates]
13/9/2023
13.9.23
13/9/23
13.9.23
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**Request for Proposal (RFP) for Appointment of Claim Processing Agency (CPA) for
Mukhyamantri Kamdhenu Bimayojna (MKBY)**

Sr.No. F4(12) GIS/Store/MKBY/CPA-Proc/2023-24/

Date:

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Additional Director, SI & PF, General Insurance Fund, Vitta Bhawan, Jaipur, -302005 (Rajasthan)
Date & Time of Pre-bid meeting	Date/ Time: on 18-09-2023 at 11.00 AM
Last Date & Time of Submission of Bid	Date: 22-09-2023 Time: 2.00 PM
Date & Time of Opening of Technical Bid	Date: 22-09-2023 Time: 3.00 PM

Bidding Document Fee: Rs. <2,000/-> (Rupees <Two Thousand Only>)

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

State Insurance & Provident Fund Deptt. (General Insurance Fund)

2nd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur

Phone: 0141-2740219

add.gis.sipf@rajasthan.gov.in

Correspondence Address : Additional Director

State Insurance & Provident Fund Deptt. (General Insurance Fund)

D-Block, 2nd floor, Vitta Bhawan, Janpath, Jaipur-302005 (Rajasthan)

Phone: 0141-2740219

Email-add.gis.sipf@rajasthan.gov.in

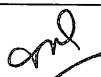
www.sipf.rajasthan.gov.in

and

1. ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Beneficiary	Policy holder
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal, or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Claim Processing Agency
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
CMC	Contract Monitoring Committee
CPA	Claim Processing Agency
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Additional Director SI&PF (GIS) in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order for 1 year. After the completion of the 1 year from the data of issue of work order, the project may be extendable for max. six months with mutual consent.
Day	A calendar day as per GoR/ GoI.
DDO	Drawing Disbursing officer
Department	State Insurance and Provident Fund Department GoR.
DoIT& C	Department of Information Technology and Communications, Government of Rajasthan.
EAD	Encoded Archival Description
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
GST	Services and Service Tax
HDU	High-Dependency Unit.
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
IRDA	Insurance Regulatory & Development Authority.

ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	liquidated Damages
LoI	Letter of Intent
MKBY	Mukhyamantri Kaamdhenu Bima Yojna
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, services or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places (Jaipur)
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. SIPP (GIS) in this RFP document.
GIS office	General Insurance Fund, SI&PF at Vitta Bhawan, Jaipur.
RISL	Raj COMP Info Services Limited
RSAD	Rajasthan State Archive Department
Services	Any subject matter of procurement other than services or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.rajasthan.gov.in
SP	Service Provider



Request for Proposal (RFP) for Appointment of CPA for MukhyamantriKaamdhenuBima Yojna

SI & PF	State Insurance & Provident Fund Department, GOR
Subject Matter of Procurement	Any item of procurement whether in the form of services, services or works
TAT	Turn Around t\Time
TIN	Tax Identification Number
WO/ PO	Work Order/ Purchase Order

and

2. INVITATION FOR e-BID (IFB) & NOTICE INVITING BID (NIB)

Sr.No. F4(12) GIS/Store/MKBY/CPA-Proc/2023-24/

Date:

Project Title	"मुख्यमंत्री कामधेनू बीमा योजना" के अन्तर्गत प्राप्त होने वाले दावों के निस्तारण संबंधी समस्त कार्य हेतु।
Name & Address of the Procuring Entity	Name: Additional Director, State Insurance & P. F. Deptt. Rajasthan, Jaipur Phone: 0141-2740219 Address: 2 nd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur 302005 (Rajasthan). add.gis.sipf@rajasthan.gov.in
Name & Address of the Head of office (General Insurance)	<ul style="list-style-type: none"> Name: Ritu Nanda Designation: Additional Additional Director (GIS), SIPF Address: 2nd Floor, D-Block, Vitta Bhawan, Janpath, Jyoti Nagar, Jaipur (Raj.) - 302005 Email: add.gis.sipf@rajasthan.gov.in
Subject Matter of Procurement	Claim Processing Agency (CPA) appointment for one year extendable up to six months on satisfactory services from the date of issue of work order, for processing and settlement of claims under MukhyamantriKaamdhenubima Yojna (MKBY), Rajasthan
Bid Procedure	Single-stage Two part (envelope) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in , http://sppp.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Lowest Price (L-1) Method.
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	http://sppp.rajasthan.gov.in http://eproc.rajasthan.gov.in http://sipf.rajasthan.gov.in
Bid Document Fee	<p>Bidding document fee: Rs. 2,000/- (Two Thousand Rupees Only) through e-Gras in favour of "Additional Director, SI&PF" (GIS) payable at "Jaipur". In budget head 0075-800-52-01</p> <p>RISL Processing Fee: Rs. 2500/- + applicable taxes (Rupees Two Thousand five hundred only) through E-Gras in favour of "Managing Director, RISL" payable at "Jaipur". In budget head 8658-00-102-16-01</p>
Estimated Procurement Cost	Rs. 75 lacs.
Bid Security and Mode of Payment	<ul style="list-style-type: none"> Amount (INR): (i.e. 2% of bid value) Rs 1,50,000/- Mode of Payment: through e-gras in favour of "Additional Director, SI&PF" (GIS) payable at "Jaipur"
Period of Sale of Bidding Document (Start/ End Date)	From 13-09-2023 to 22-09-2023 by way of online
Date/ Time/ Place of Pre-bid Meeting	<ul style="list-style-type: none"> Date/ Time: on 18-09-2023 at 11.00 AM Place: Office of Additional Director, General Insurance Fund, 2nd Floor, D-Block, Vitta Bhawan, Janpath, Jaipur - 302005
Last date of submitting clarifications requests by the bidder:	<ul style="list-style-type: none"> Response to clarifications by procuring entity:
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> Manner: Online at e-Proc website (http://eproc.rajasthan.gov.in) Start Date: 18-09-2023 at 6.15 PM End Date: 22-09-2023 at 2.00 PM



Request for Proposal (RFP) for Appointment of CPA for MukhyamantriKaamdhenuBima Yojna

Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> • Date: 22-09-2023 Time: 3.00 PM • Place: Office of Additional Director, General Insurance Fund, 2nd Floor, D-Block, Vitta Bhawan, Janpath, Jaipur - 302005
Date/ Time/ Place of Financial Bid Opening	<ul style="list-style-type: none"> • Will be intimated later to technically qualified bidders
Bid Validity	90 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> 1) Bidder (authorised signatory) shall submit their offer on-line in electronic formats both for technical and financial proposal. However, Tender Fees, RISL Processing Fees and Bid Security should be submitted through e-gras and scanned copy of same should also be uploaded along with the technical Bid/ cover. 2) In case, any of the bidders fails to submit the Tender Fee, Bid Security, and RISL Processing Fee up its Bid shall not be accepted. 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, 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). 4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of website due to heavy load or any other unforeseen problems. 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process. 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested in training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. 8) 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. 9) 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. 10) 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 later shall prevail. 	

(.....)

Director, State Insurance & Provident Fund Department, Jaipur



3. BACKGROUND INFORMATION

3.1. About the Department

The **State Insurance and Provident Fund Department** was established in Rajasthan as a welfare measure with a view to provide economic & social security to all the employees of the Government of Rajasthan. Initially the department started with only 8000 employees under its umbrella in 1943. At present, approximately 7.81 lakh SI Policy Holders and 9 lakh GPF account holders are being benefited under the schemes run by the department.

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

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

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

Cattle Insurance work is also undertaken by this department.

3.2. About Mukhyamantri Kamdhenu Bima Yojana

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

Point number 183 of the speech says -

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

State Insurance & Provident Fund Department, (General Insurance Fund) GoR is the executive body for Mukhyamantri Kamdhenu Bima Yojna (MKBY). The aim of MKBY is to provide Insurance coverage up to Rs. 40,000/- per animal to



a beneficiary registered in Mukhyamantri Mahngai Rahat Camp 2023 for Kamdhenu Bima Yojna.

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

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

3.1. Brief Scope of Work

3.3.1. State Insurance & P. F. Department (General Insurance Fund) intends to engage a Claim Processing Agency (C.P.A.) for processing and settlement of claims received under Mukhyamantri Kamdhenu Bima Yojna (MKBY). The claims shall be received online through MKBY Portal/Mobile App. The Claim Processing Agency will provide recommendations for settlement of all claims and shall prepare and maintain database for various reports.

3.3.2. MKBY coverage for beneficiary family for his insured cattle :-

Sr.no.	Topic	Coverage (Rs.)
1.	Claim Processing	No.of estimated claims- approximately 2.5% of the insured animals (80 lacs)

amp

4. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

1. A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria.

MKBY: Claim Processing Agency Eligibility Parameters	
Sr. no.	Parameter
1.	The Company must be registered under Company Act 2013 (earlier Company Act 1956). The company must be at least 3 year old company.
2.	The Company must be empanelled by at least one Public/Private sector insurance company for claim related services.
3.	The Company must be income tax payee with GST Registration and Clearance Certificate necessary. (PF&ESI as per rules when required)
4.	The CPA should not have been blacklisted by any State Government / UT Administration/ Central Government / PSU Insurers
5.	A functional office of Claim Processing Agency must be situated in Jaipur
6.	There must be at least 15 employees having understanding and knowledge of claim processing, a graduate degree of any recognised university and having computer knowledge (RSCIT) and a Team leader in the (CPA). The team leader must be : (i) Surveyor in miscellaneous Insurance registered in IRDA having at least 10 years experience in Insurance field.
7.	No employee (or his family member) of the Claim Processing Agency (Company) will be associated with the State Insurance and Provident Fund Deptt. in any manner other than related to claim related works. (as a Surveyor or investigator)
8.	In case of any dispute, jurisdiction will be Jaipur only.
9.	The annual turnover of the bidder company must be at least 60 lakhs in any one of the previous three years.
10.	The company must take services of registered veterinary practioner and legal assistance as and when required on thier own expense.
11.	The CPA shall set up a separate office in Jaipur to provide CPA services to SIFP (GIF) department for MKBY.
12.	The CPA shall maintain a helpdesk at the office of the Additional Additional Director (GIS) and a representative of the CPA shall be available on the helpdesk for 24*7.
13.	CPA shall provide daily update on the claims received, and after processing, if found fit for payment, forward the same to Additional Director, (GIS) for onward processing and settlement.
14.	The bidder must have work experience at least 3 years as CPA.

2. In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -

- a. The procuring entity (if need be) shall disqualify a bidder as per the provisions under "Clause: Exclusion/ Disqualification of bids.



5. SCOPE OF WORK, DELIVERABLES & TIMELINE

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

5.1. Claim Procedure

- i. The information of the death of the animal will be given by the beneficiary either to the Insurance agent/ through e-mitra or through on line toll free number
- ii. The toll free number will be provided by the CPA the cost of which shall be borne by the CPA.
- iii. Once the claim is reported / received online to the Claim Processing Agency (CPA) in case of death of the insured animal the CPA shall process the claim.
- iv. The requirement for processing the claim will be checked by the CPA with the details already available with him, which were captured by the Insurance agent at the time of the Base line survey.

The CPA will do the following work :

- The CPA will process the claim after identification of all the details of the beneficiary and the insured animal with all details already available on the portal
- Checking whether the claim is reported timely
- Checking and matching the Jan Aadhar card of the beneficiary and matching it
- Checking and matching the tag number of the dead animal
- Checking and matching the pictures of the dead animal with the ones already available on the portal
- Going through the health certificate of the animal and deciding whether the animal was not suffering from any pre diseases before its insurance was done
- Going through the post mortem report and checking whether the claim is fit for payment or not
- submitted within 60 days from the date of accident or death mentioning genuine reasons of delay
- Checking whether the claim was submitted within the time given for submission of the claim, i.e from the date of accident or death of the animal mentioning genuine reasons of delay , if any.
- Checking whether the postmortem was conducted timely or not
- Any other parameter required for settling or rejecting the claim
- Examine the claim and then put up with comments to the authority entrusted to pass the claim with reasons / recommendations to approve or reject the claim
- The information of availing the claim, once the claim is processed will be sent to claimant on mobile number linked with Jan-Adhar-Card.
- The claimant shall be responsible to provide the documents for verifying the death of the animal due to accident, natural calamity or natural death .
- The payment of claim amount will be done online in the bank account (linked with Jan Aadhar) of the beneficiary.
- In case of death of head of the beneficiary, the claim amount will be paid to the member mentioned in the bank account linked with the Beneficiary's Jan Aadhar.
- No claim amount shall be paid, in case of death of all family members mentioned in the Jan-Adhar-Card.

5.2. Decision on the claim payment

After All required documents for claim settlement as per MKBY Policy are received and verified by the CPA, the CPA will forward the online claim request to MKBY for payment/rejection with recommendations as per MKBY guidelines.

The decision taken by the MKBY office will be the final decision.

5.3. The CPA shall undertake the following activities:

- The CPA shall set up a separate office in Jaipur to provide CPA services to SIPF (GIF) department for MKBY.
- The CPA shall maintain a helpdesk at the office of the Additional Additional Director (GIS) and a representative of the CPA shall be available on the helpdesk for (24*7).
- CPA shall provide daily update on the claims received, and after processing, if found fit for payment, forward the same to Additional Director, (GIS) for onward processing and settlement.

5.4. CLAIMS PROCESSING AND PAYMENT (CPP) SERVICES:

- a. The CPA shall start the claim settlement process as detailed in Project Deliverables. All claims will be settled on first in first out (FIFO) basis. The CPA shall ensure following FIFO for claim settlement.
- b. The CPA will process TIDs and decide the claim within 10 working days (TAT); the working days shall be calculated as per official calendar of Government of Rajasthan.
- c. The CPA shall process online claims of claimants through MKBY portal.
- d. Access to the portal will be provided to the CPA by the SI&PF department and CPA will provide recommendations on each claim received online to the SIPF department (GIS). The recommendations shall be as per MKBY guidelines and a process sheet as defined by Officer-In charge (OIC), SIPF (GIS) department shall be provided along with recommendations.

5.5. Scrutiny of Claim Documents and settling of claims :

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



- g) The CPA shall not be liable to make any payment under this scheme in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent means.

5.6. Deficiencies in the required data:

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

5.7. Claim MIS :

The CPA shall submit a monthly report / statement showing the number of claims received, No. of claim paid, No. of claim under process, No. of claim repudiated etc. to the Additional Director, GIS by e-mail / hard copy and to respective underwriting Office

At the end of each month, arrange bi-weekly meeting of CPA Project Heads with Additional Director, GIS to analyse CPA working.

5.8. Right to scrutiny:

Any medical practitioner or an officer authorized by the MKBY shall be allowed to examine the CPA's working any time.

5.9. Repudiation of Claims:

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

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

5.10. Right to Appeal and Reopening of claim:

The claimant shall have a right to approach the Additional Director, GIS of SIPF department for reopening of the claim. If the claimant feels that the claim is payable. This right to appeal will be mentioned by the CPA in every repudiation advice as mentioned in clause above. The CPA can re-open the claim if proper and relevant documents as required by the CPA are submitted by claimant.



6. Project Deliverables& Timelines

S. No.	Scope of Work (I)	Activity (II)	Deliverable (III)	Delivery Schedule (in days) (IV)
T is the Date of issuance of work order				
1	Office Setup	Bidder will set-up a dedicated project office Jaipur	<ul style="list-style-type: none"> Bidder will identify suitable office space for the deployment of project team Bidder will set-up a dedicated office in Jaipur equipped with all required IT equipment's & furniture's Deployment of Appropriate Manpower including Full-time Project Manager/surveyor, Team of Experts & clerical staff 	T + 15 days
2	Helpdesk Setup	Bidder will set-up a dedicated helpdesk in the space provided by MKBY office Department	<ul style="list-style-type: none"> Setting up a dedicated helpdesk in the space provided by MKBY office in Jaipur. Bidder will purchase & deploy all required IT equipment's & furniture's in the helpdesk Bidder will install one dedicated telephone line Deployment of Manpower as specified in RFP document 	T + 15 days
3	Settlement of Claims submitted on and after date of issuance of work order (online & offline)	a) Deployment of dedicated team b) Data & Knowledge Transfer c) Preparation of MIS reports	<ul style="list-style-type: none"> Bidder will deploy dedicated Surveyor for settlement of all pending claims as on issuance of work order After analysis, CPA shall deploy appropriate team to dispose all pendency within 15 days Team will prepare all necessary MIS reports 	T+ 15days
4	Settlement of claims submitted after the date of issuance of work order (online & offline)	a) Deployment of dedicated team (team member to be defined) b) Data & Knowledge Transfer c) Preparation of MIS reports	<ul style="list-style-type: none"> Bidder will deploy dedicated team for settlement of all claims submitted on the date of issuance of work order onwards. Deploy Project Manager will work with MKBY wing to define the process of settlement of claims and preparation of sheet. Project Manager will monitor the claim settlement process undertaken by the team and shall deploy appropriate team for timely disposal of cases. The CPA will ensure that no pendency is created. Team will prepare all necessary Monthly/ Quarterly MIS reports to be submitted to MKBY wing 	T+ 15days As applicable. For 1 year from date of issuance of work order 60

* All the hardware for the office setup will be procured and setup by the bidder at his own expense.

7. Payment Terms & Schedule

The payment to the selected bidder/ CPA shall be based on the rate approved for the contract.

- 7.1. The rate approved for the contract is the cost for the claim settlement for CPA and same shall be paid to the CPA after deduction of penalty & taxes as applicable.
- 7.2. Payments to the selected bidder/CPA shall be made after successful completion of the target milestones (including specified manpower and infrastructure)
- 7.3. Invoices should be raised quarterly by the selected bidder/CPA upon completion of milestone. All payments shall be made based on work completed and approved by MKBY office.
- 7.4. The CPA will provide various reports using Claim Data on time to MKBY.
- 7.5. Any delay in the approval of the deliverable(s) submitted by the CPA to Department shall not account for the delay on Department's part.
- 7.6. The selected bidder/CPA request for payment shall be made to the department in writing, accompanied by invoices describing, as appropriate, the services delivered and associated performance, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.
- 7.7. Due payments shall be made by the department after submission of an invoice or request for payment by the selected bidder/CPA after seeing that all the deliverables are met by the bidder
- 7.8. The currency or currencies in which payments shall be made to the selected bidder/CPA under this Contract shall be Indian Rupees (INR) only.
- 7.9. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- 7.10. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- 7.11. Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.
- 7.12. No Advance Payments shall be made.

8. Penalty Terms& Conditions

- 8.1. The selected bidder/ CPA is expected to dispose all claims submitted from day of allotment of Letter of award within 10 working days. The 10 working days shall be calculated as per official calendar of Government of Rajasthan. If CPA fails in delivering the required services due to reasons attributable to him i.e. delay in disposal on claim within defined timeframe, the cumulative penalty, as applicable, would be imposed while processing the payment for respective quarter.

- 8.2. The nodal officer of MKBY along with the Team Leader of CPA shall thoroughly examine the cases before calculation of penalty and reasons thereof. Delay in performance/ delivery of services for reasons non-accountable to the selected bidder or due to reasons beyond control, may be dealt with accordingly.
- 8.3. The total penalty in any quarter shall be deducted from the total amount due for the quarter.
- 8.4. The penalty amount will be calculated based on the number of claims not settled in defined time frame as mentioned below:

Sr.no	Measurement Parameter	percentage Quarter	Penalty
1	Percentage of claims not settled within 10 working days i.e. total number of claim not settled in 10 working days in a quarter divided by total number of claims to be settled in the quarter	Less than 5%	No Penalty
2		$\geq 5\% \text{ \& } < 10\%$	5 % of applicable quarterly payment
3		$\geq 10\% \text{ \& } < 25\%$	10 % of applicable quarterly payment
4		$\geq 25\% \text{ \& } < 40\%$	20% of applicable quarterly payment
5		$\geq 40\%$	30% of applicable quarterly payment

- 8.5. The penalty clause will not be applicable for the first quarter of the contract period. The first quarter shall be considered as settling period for the CPA. But if, any penalty is imposed on an officer of the department under Rajasthan Public Service Guarantee Act - 2011 or by any other court and cause of penalty is delay caused by CPA, the same shall be charged from CPA.
- 8.6. Imposition of penalties amounting to 30% of the quarterly contract value for a continuous period of 2 quarters shall be treated as non-performance and beyond which the tendering authority may initiate action for the termination of the Contract and may also forfeit the PSD. The tendering authority may also debar the Selected Bidder from bidding (for all types and form of bids) for at least three years in GoR

9. INSTRUCTION TO BIDDERS (ITB)

9.1. Sale of Bidding/ Tender Documents

- 9.1.1 The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped on the date & time as specified in NIB. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- 9.1.2 The bidding documents shall be made available to any prospective bidder who pays the price through e-gras.
- 9.1.3 Bidding documents purchased by any Principal agency or its any concern may be used by its authorised sole Representative only.



9.2. Pre-bid Meeting/ Clarifications

- 9.2.1. Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- 9.2.2. A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- 9.2.3. The period within which the bidders may seek clarifications under (6.2.1) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
- i. Last date of submitting clarifications requests by the bidder: as per NIB
 - ii. Response to clarifications by procuring entity: as per NIB
- 9.2.4. The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall also be published on the respective websites.

9.3. Changes in the Bidding Document

- 9.3.1. 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 below.
- 9.3.2. 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.
- 9.3.3. 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.
- 9.3.4. 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:
- 9.3.5. Provided that the Bid last submitted, or the Bid as modified by the bidder shall be considered for evaluation.

9.4. Period of Validity of Bids

- 9.4.1. Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.

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9.4.2. Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

9.4.3. Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

10. Format and Signing of Bids

- Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- A Single stage- two part/ cover system shall be followed for the Bid: -
 1. Technical Bid, including fee details, eligibility & technical documents
 2. Financial Bid
- The technical bid shall consist of the following documents: -

Sr.no.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security/EMD	Instrument/ Proof of submission (PDF)
Eligibility Documents		
1.	Bidder Profile/ Tender Form	As per Annexure attached in bid doc.
2.	Bidder Authorisation Certification	As per Annexure attached in bid doc.
	Technical Parameter	Document Required
1.	The Company must be registered under Company Act 2013 (earlier Company Act 1956). The company must be at least 3 year old company.	Registration certificate
2.	The Company must be empanelled by at least one Public/Private sector insurance company for claim related services.	Empanelled letter
3.	The Company must be income tax payee with GST Registration and Clearance Certificate necessary. (PF&ESI as per rules when required)	Relevant Certificates issued by authorities
4.	The CPA should not have been blacklisted by any State govt./ UT Administration/ Central Government / PSU Insurers	Self-Declaration on Rs. 100/- non Judicial Stamp
5.	A functional office of Claim Processing Agency must be situated in Jaipur	Self-Declaration
6.	There must be at least 15 employees having understanding and knowledge of claim processing, a graduate degree of any recognised university and having computer knowledge	Certificate Issued by competent authority

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	(RSCIT) and a Team leader in the (CPA). The team leader must be : (i) Surveyor in miscellaneous Insurance registered in IRDA having at least 10 years experience in Insurance field.	
7.	No employee (or his family member) of the Claim Processing Agency (Company) will be associated with the State Insurance and Provident Fund Deptt. in any manner other than related to claim related works. (as a Surveyor or investigator)	Self-Declaration
8.	In case of any dispute, jurisdiction will be Jaipur only.	Self-Declaration
9.	The annual turnover of the bidder company must be at least 75 lacs in any one of the previous three years. (2019-2020, 2020-2021, 2021-2022)	C.A. audited Balance sheet
10.	The company must take services of registered veterinary practioner and legal assistance as and when required on thier own expense.	Self-Declaration
11.	The CPA shall set up a separate office in Jaipur to provide CPA services to SIPF (GIF) department for MKBY.	Self-Declaration
12.	The CPA shall maintain a helpdesk at the office of the Additional Director (GIS) and a representative of the CPA shall be available on the helpdesk for 24*7.	Self-Declaration
13.	CPA shall provide daily update on the claims received, and after processing, if found fit for payment, forward the same to Additional Director, GIS for onward processing and settlement.	Self-Declaration
14.	The bidder must have work experience at least 3 years as CPA.	Certificate Issued by competent authority

and

11. Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format		
1.	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized. formate attached in bid document.		
Deliverables				
Sr no.	Scope of work	Activity	Deliverable	Delivery Schedule (In days)
1	<ul style="list-style-type: none">• Claim Proceesing• Setting up help desk and toll ree	<ul style="list-style-type: none">• Timely disposal of claims as mentioned in the document• Making aviable toll free number to answer the queries.	<ul style="list-style-type: none">• Processing the claims and forwarding them to the Higher authorities• Submission of MIS reports	<ul style="list-style-type: none">• Wthin 10 working days• Fortnightly

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.

12. Cost & Language of Bidding

- 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.
- 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.

13. Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

14. Bid Security

- Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB :-
 - In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
 - Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.

3. 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.
4. 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.
5. 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.
6. 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.
7. The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
8. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
9. The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a) when the bidder withdraws or modifies its bid after opening of bids.
 - b) when the bidder does not execute the agreement, if any, after placement of supply/work order within the specified period.
 - c) when the bidder fails to commence the services or execute work as per work order within the time specified.
 - d) when the bidder does not deposit the performance security within specified period after the work order is placed; and
 - e) if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
10. Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
11. No interest shall be payable on the bid security.
12. 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.
13. The procuring entity shall promptly return the bid security after the earliest of the following events, namely: -
 - a) the expiry of validity of bid security.
 - b) the execution of agreement for procurement and performance security is furnished by the successful bidder.
 - c) the cancellation of the procurement process; or
 - d) the withdrawal of bid prior to the deadline for presenting bids unless the bidding documents stipulate that no such withdrawal is permitted.

15. Deadline for the submission of Bids

- 15.1. Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- 15.2. Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids



appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

16. Withdrawal, Substitution, and Modification of Bids

- 16.1. If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement. website under the section "Bidder's Manual Kit".
- 16.2. Bids withdrawn shall not be opened and processes further.

17. Opening of Bids

- 17.1. The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- 17.2. The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- 17.3. 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.
- 17.4. All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL and MKBY SIPF Deptt.
- 17.5. The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
 - i. Bid is accompanied by bidding document fee, bid security and processing fee (if applicable);
 - ii. Bid is valid for the period, specified in the bidding document.
 - iii. Bid is unconditional and the bidder has agreed to give the required performance security; and
 - iv. Other conditions, as specified in the bidding document are fulfilled.
 - v. Any other information which the committee may consider appropriate.
- 17.6. 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.

- 17.7. 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.

18. Selection Method

- 18.1. The selection method is the lowest price (L-1 method).
- 18.2. 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.

19. Clarification of Bids

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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.

20. Evaluation & Tabulation of Technical Bids

20.1. Determination of Responsiveness

1. The bid evaluation committee shall determine the responsiveness of a bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
2. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation, or omission.
3. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

20.2. Non-material Non-conformities in Bids

1. The bid evaluation committee may waive any non-conformity in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
2. 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.

3. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (2) above.

21. Technical Evaluation Criteria

21.1. The technical evaluation shall be on the eligibility criteria only.

Sr.no.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security/EMD	Instrument/ Proof of submission (PDF)
Eligibility Documents		
1.	Bidder Profile/ Tender Form	As per Annexure attached in bid doc.
2.	Bidder Authorisation Certification	As per Annexure attached in bid doc.
	Technical Parameter	Document Required
1.	The Company must be registered under Company Act 2013 (earlier Company Act 1956). The company must be at least 3 year old company.	Registration certificate
2.	The Company must be empanelled by at least one Public/Private sector insurance company for claim related services.	Empanelled letter
3.	The Company must be income tax payee with GST Registration and Clearance Certificate necessary. (PF&ESI as per rules when required)	Relevant Certificates issued by authorities
4.	The CPA should not have been blacklisted by any State govt./ UT Administration/ Central Government / PSU Insurers	Self-Declaration on Rs. 100/- non Judicial Stamp
5.	A functional office of Claim Processing Agency must be situated in Jaipur	Self-Declaration
6.	There must be at least 15 employees having understanding and knowledge of claim processing, a graduate degree of any recognised university and having computer knowledge (RSCIT) and a Team leader in the (CPA). The team leader must be : (i) Surveyor in miscellaneous Insurance registered in IRDA having at least 10 years experience in Insurance field.	Certificate Issued by competent authority
7.	No employee (or his family member) of the Claim Processing Agency (Company) will be associated with the State Insurance and Provident Fund Deptt. in any manner other than related to claim related works. (as a Surveyor or investigator)	Self-Declaration
8.	In case of any dispute, jurisdiction will be Jaipur only.	Self-Declaration

9.	The annual turnover of the bidder company must be at least 75 lacs in any one of the previous three years. (2019-2020, 2020-2021, 2021-2022)	C.A. audited Balance sheet
10.	The company must take services of registered veterinary practioner and legal assistance as and when required on thier own expense.	Self-Declaration
11.	The CPA shall set up a separate office in Jaipur to provide CPA services to SIPF (GIF) department for MKBY.	Self-Declaration
12.	The CPA shall maintain a helpdesk at the office of the Additional Director (GIS) and a representative of the CPA shall be available on the helpdesk for 24*7.	Self-Declaration
13.	CPA shall provide daily update on the claims received, and after processing, if found fit for payment, forward the same to Additional Director, GIS for onward processing and settlement.	Self-Declaration
14.	The bidder must have work experience at least 3 years as CPA.	Certificate Issued by competent authority

21.2. Tabulation of Technical Bids

1. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
2. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
3. 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.
4. The bidders who qualified in the technical evaluation shall be informed in writing about the date, time, and place of opening of their financial Bids.

21.3. Evaluation & Tabulation of Financial Bids

21.3.1. 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: -

1. For two part/ cover Bid system, the financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present.
2. The process of opening of the financial Bids shall be similar to that of technical Bids.
3. The names of the bidders, the rates given by them, and conditions put, if any, shall be read out and recorded.



4. Conditional Bids are liable to be rejected.
5. The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied.
6. The offers shall be evaluated on lowest price (L-1) method.
7. The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer, among technically qualified bidder, for acceptance to the procuring entity.
8. The members of bids evaluation committee shall give their recommendations below the table regarding bidder having lowest offer, among technically qualified bidder, and sign it.
9. It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the services, works or service required to be procured.

22. Correction of Arithmetic Errors in Financial Bids

22.1. The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
2. 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
3. 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 clause (1) and (2) above.

23. Negotiations

- 23.1.** Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- 23.2.** Negotiations may, however, be undertaken only with the bidder having lowest offer, among technically qualified bidder, when the rates are considered to be much higher than the prevailing market rates.
- 23.3.** The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

- 23.4.** The bidder having lowest offer, among technically qualified bidder, shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the bidder having lowest offer, among technically qualified bidder, has received the intimation and consented to regarding holding of negotiations.
- 23.5.** Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- 23.6.** In case of non-satisfactory achievement of rates from the bidder having lowest offer, among technically qualified bidder, the bid evaluation committee may choose to make a written counter offer to the bidder having lowest offer, among technically qualified bidder, and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the bidder having second lowest offer, among technically qualified bidder, then to the bidder having third lowest offer, among technically qualified bidder, and so on in the order of their initial standing and work order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- 23.7.** In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

24. Exclusion of Bids/ Disqualification

24.1. A procuring entity shall exclude/ disqualify a Bid, if: -

1. The information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
2. The information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
3. The bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document.
4. The bid materially departs from the requirements specified in the bidding document or it contains false information.
5. The bidder, submitting the bid, his agent or anyone acting on his behalf, gave or agreed to give to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
6. A bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

24.2. A Bid shall be excluded/disqualified as soon as the cause for its exclusion/disqualification is discovered.

24.3. Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -

1. Communicated to the concerned bidder in writing.
2. Published on the State Public Procurement Portal, if applicable.

25. Lack of competition

- 25.1.** 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: -
1. The Bid is technically qualified.
 2. The price quoted by the bidder is assessed to be reasonable.
 3. The Bid is unconditional and complete in all respects
 4. There are no obvious indicators of cartelization amongst bidders; and
 5. The bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document.
- 25.2.** 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.
- 25.3.** 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.
- 25.4.** 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.

26. Acceptance of the successful Bid and award of contract

- 26.1.** The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- 26.2.** 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 of time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- 26.3.** Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- 26.4.** A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- 26.5.** The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in the



- bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- 26.6. 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.
- 26.7. 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 documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- 26.8. 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.
- 26.9. The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the
- 26.10. contract with the successful bidder is signed and its performance security is obtained.
- 27. Information and publication of award**
- 27.1. Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.
- 28. Procuring entity's right to accept or reject any or all Bids**
- 28.1. 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.
- 29. Right to vary quantity (As per Rule 29 & 73 of RTTP Act 2012 Rules 2013)**
- 29.1. At the time of award of contract, the quantity of services, works or services originally specified in the bidding documents may be increased, but such increase shall not exceed 50% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- 29.2. 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.
- 29.3. Repeat orders for extra services or additional services may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased.



30. Performance Security

- 30.1.** 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.
- 30.2.** The amount of performance security shall be 5% of the amount of supply order in case of procurement of services.
- 30.3.** Performance security shall be furnished in any one of the following forms: -
1. Deposit through e-GRAS
 2. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Postmaster.
 3. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security.
 4. 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.
- 30.4.** Performance security furnished in the form specified in the bid document, shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

31. Forfeiture of Security Deposit:

- 31.1.** Security amount in full or part may be forfeited, including interest, if any, in the following cases: -
1. When any terms and condition of the contract is breached.
 2. When the bidder fails to make complete supply satisfactorily.
 3. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- 31.2.** Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- 31.3.** No interest shall be payable on the PSD.



32. Execution of agreement

- 32.1. A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- 32.2. The successful bidder shall sign the procurement contract within 10 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- 32.3. 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.
- 32.4. 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.

33. Confidentiality

- 33.1. 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: -
 - 1. Impede enforcement of any law
 - 2. Affect the security or strategic interests of India
 - 3. Affect the intellectual property rights or legitimate commercial interests of bidders
 - 4. Affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- 33.2. The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- 33.3. The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates as per bid document.
- 33.4. 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.

34. Cancellation of procurement process

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

1. At any time prior to the acceptance of the successful Bid; or
2. After the successful Bid is accepted.

34.3. 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.

34.4. 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.

34.5. 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.

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

1. Cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into.
2. Rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

35. Code of Integrity for Bidders

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

35.2. The code of integrity includes provisions for: -

35.2.1. Prohibiting

- a) 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
- b) Any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- c) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness, and progress of the procurement process
- d) 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
- e) any financial or business transactions between the bidder and any officer or employee of the procuring entity
- f) 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
- g) any obstruction of any investigation or audit of a procurement process

35.2.2. 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.

35.3. 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: -

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

36. Interference with Procurement Process

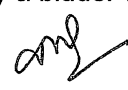
36.1. A bidder, who: -

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

37. Appeals

37.1. Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective e-bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued there under, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 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:

1. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings.



2. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- 37.2.** The officer to whom an appeal is filed as above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- 37.3.** If the officer designated as above fails to dispose of the appeal filed under that sub-section within the period specified in bid document or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in bid document or of the date of receipt of the order passed or the case may be.
- 37.4.** The officer or authority to which an appeal is filed, shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- 37.5.** The officer or authority to whom an appeal may be filed will be as under :-
1. First Appellate Authority: Director, SI&PF
 2. Second Appellate Authority: Secretary, Finance Department, GoR
- 37.6.** Form of Appeal:
1. Every appeal as above shall be as per Annexure attached along with as many copies as there are respondents in the appeal.
 2. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 3. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- 37.6.1.** Fee for Appeal: Fee for filing appeal:
1. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 2. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- 37.6.2.** Procedure for disposal of appeal:
1. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 2. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall, - hear all the parties to appeal present before him; and peruse or inspect documents, relevant records or copies thereof relating to the matter.
 3. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority

concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

4. The order passed under (3) shall also be placed on the State Public Procurement Portal.
5. No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

37.7. Stay of procurement proceedings

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

37.8. Vexatious Appeals & Complaints

Whoever intentionally files any vexatious, frivolous, or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

38. Offenses by Firms/ Companies

- (i) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:
- (ii) Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- (iii) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- (iv) For the purpose of this section-
 - a) The CPA may be a company /Partnership/LLP/Co-Operative Society at least 3-year-old, may refer point no. 9 of the Gazette notification No. 184 part 3 section 4 of India, issued to IRDA on 5th May 2017. (Hyderabad 20th April 2017)

1. "Director" in relation to a limited liability partnership or firm, means a partner in the firm.

(v) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

38.1. Debarment from Bidding

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

1. Under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
2. 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.

b) A bidder debarred once 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.

c) 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.

d) 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.

e) 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.

39. Monitoring of Contract

1. An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
2. During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of service delivery is in proportion to the total delivery period given.
3. If delay in delivery of serviceS is observed a performance notice would be given to the selected bidder to speed of the progress.
4. 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.
5. 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.

6. 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.

40. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

The procurement process under this bidding document, terms & conditions mentioned herein are governed by the RTPP Act, 2013. Bidder should read these conditions carefully and comply strictly while sending their Bid.

40.1. Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

1. "Contract" means the Agreement entered between the Purchaser and the successful/ selected bidder/authorised partner, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
2. "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
3. "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
4. "Day" means a calendar day.
5. "Delivery" means the services rendered from the successful/ selected bidder to the purchaser in accordance with the terms and conditions set forth in the Contract.
6. "Completion" means the fulfillment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
7. "Purchaser" means the entity purchasing the Services and related services, as specified in the bidding document.
8. "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Services to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
9. "Supplier/ Successful or Selected bidder/ authorized partner" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement and includes the legal successors or permitted assigns of the successful/ selected Bidder.
10. "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, related to the services to be rendered. If the bidder has any doubts as

to the meaning of any portion of these conditions, he shall, before submitting the bid and signing the contract refer the same to the procuring entity and get clarifications.

40.2. Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

40.3. Interpretation

1. If the context so requires it, singular means plural and vice versa.
2. Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
3. Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
4. Non-waiver: No relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
5. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
6. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

40.4. Language

1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
2. The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.



40.5. Joint Venture, Consortium or Association

Joint venture, consortium is not allowed to bid.

40.6. Service of Notice, Documents & Orders

- a) A notice, document or order shall be deemed to be served on any individual by –
1. Delivering it to the person personally; or
 2. Leaving it at, or sending it by post to, the address of the place of residence or business of the person last known
 3. On a body corporate by leaving, it at, or sending it by post to, the registered office of the body corporate.
- b) When the procedure laid down in the bid document is followed, service shall be deemed to be affected by properly addressing, preparing, and posting the document, notice or order, as the case may be.

40.7. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.

40.8. Scope of Supply

1. Subject to the provisions in the bidding document and contract, the services to be delivered shall be as specified in the bidding document.
2. Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery of services as if such services were expressly mentioned in the Contract.

40.9. Delivery & Installation

1. The contract for the delivery of services can be repudiated at any time by the purchase officer if the services are not delivered to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
2. The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per agreement terms and conditions within the specified period at MKBY Office.
3. Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

40.10. Supplier's/ Selected Bidder's Responsibilities

The Supplier/ Selected Bidder shall deliver all the services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

40.11. Purchaser's Responsibilities

Whenever the supply of services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

40.12. Contract Price

1. The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
2. Prices charged by the Supplier/ Selected Bidder for the services delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

40.13. Recoveries from Supplier/ Selected Bidder

1. Recoveries of unsatisfactory services shall ordinary be made from bills.
2. Amount may also be withheld to the extent of short articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.
3. In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

40.14. Taxes & Duties

The TDS as applicable, shall be deducted at source/ paid by the purchaser as per prevailing rates.

40.15. Copyright

The copyright of all the services provided will remain with SI&PF Department. All data, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the SI&PF Department.

40.16. Confidential Information

- (i) The Purchaser and the Supplier/ Selected bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any data, documents or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- (ii) The Supplier/ Selected bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected bidder/authorised partner.



- (iii) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- (iv) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
 - 1. The Purchaser or Supplier/ Selected Bidder need to share with MKBY office or other institutions participating in the Contract.
 - 2. Now or hereafter enters the public domain through no fault of that party.
 - 3. Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - 4. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- (v) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- (vi) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

40.17. Sub-contracting

Sublet of any part of this contract or Subcontracting is not allowed under this project.

40.18. Extension in Delivery Period and liquidated Damages (LD)

- (i) Except as provided under clause "Force Majeure", if the supplier/ 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 for each week or part thereof of delay until actual performance, up to a maximum deduction of the percentage specified for the first quarter in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- (ii) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange services within the specified period.
- (iii) Delivery/ completion period may be extended if the delay in the supply of services is on account of hindrances beyond the control of the supplier/ selected bidder.
 - 1. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of services, if he finds himself unable to complete the supply of services within the stipulated delivery period or is unable to maintain prorate progress in the supply of services delivery. This request shall be submitted as soon as a hindrance in delivery of services within 15 days from such occurrence but before expiry of stipulated period of completion of services after which such request shall not be entertained.

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2. The Purchaser shall examine the justification of causes of hindrance in the delivery of services and the period of delay occurred due to that and recommend the competent authority on the period of extension which may be decided with or without delayed services .
3. If the competent authority agrees to extend the service period/ schedule, an amendment to the contract with suitable denial clauses and with or without delayed services 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 services.
- (iv) It shall be at the discretion of the concerned authority to accept or not to accept the supply of services by the contractor after the expiry of the stipulated delivery period if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered services.
- (v) If MKBY office will be in need of the services rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual delayed services and denial clauses to regularize the transaction.

In case of extension in the delivery granted with liquidated damages, the recovery shall be made on the basis of value of services (upto that milestone as specified in Payment Terms & Schedule of this RFP document) which the supplier/ selected bidder has failed to deliver/ complete: -

No.	Condition	LD %
a.	Delay up to one fourth period of the prescribed period of services, successful and completion of work	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of successful service and completion of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of successful service and completion of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period of successful service and completion of work	10.0 %

Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.

- (vi) In all cases, maximum amount of damages shall be 10% of the total project cost.

40.19. Patent Indemnity

1. The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (2) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of : -
2. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own

expense and in the Purchaser's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

3. If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
4. The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
5. The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

40.20. Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

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

40.21. Force Majeure

1. The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
3. If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the MKBY office in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by MKBY office, the supplier/

selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

4. If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
5. In case a Force Majeure situation occurs with the MKBY, the MKBY may take the case with the supplier/ selected bidder on similar lines.

40.22. Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 1. The place of service; and
 2. The related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

40.23. Termination

40.23.1. Termination for Default

1. The tender sanctioning authority of MKBY may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
 - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by MKBY; or
 - b. 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
 - c. 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.

- d. If the supplier/ selected bidder commits breach of any condition of the contract.
2. If MKBY terminates the contract in whole or in part, amount of PSD may be forfeited.
3. 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.

40.23.2. Termination for Insolvency

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

40.23.3. Termination for Convenience

1. MKBY office, by a written notice of at least 30 days sent to the 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.
2. 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.

41. Exit Management

(i) Preamble

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

(ii) Transfer of Assets

1. The selected bidder may continue work on the assets for the duration of the exit management period which may be a six-month period from the date of expiry or termination of the agreement, if required by MKBY to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding

and

- document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.
2. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the MKBY as desired by the procuring entity during the exit management period.
 3. MKBY office during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide SI&PF or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
 4. Upon service of a notice, as mentioned above, the following provisions shall apply: -
 - a. In the event, if the assets which to be transferred to MKBY mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to MKBY or its nominated agencies.
 - b. All title of the assets to be transferred to MKBY or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.
 - c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to MKBY.
 - d. That the products and technology delivered to MKBY during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in this bidding document without prior written notice and approval of MKBY. Supplied hardware, software & documents etc., used by selected bidder for MKBY shall be the legal properties of MKBY.
 5. Cooperation and Provision of Information during the exit management period
 - a. The selected bidder will allow MKBY or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable MKBY or its nominated agencies to assess the existing services being delivered.
 - b. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and



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

(iii) Confidential Information, Security and Data

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

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

(iv) Transfer of certain agreements

- a) On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by MKBY or its nominated agencies, or its replacement operator.
- b) Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to MKBY or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

(v) General Obligations of the selected bidder

- a) The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to MKBY or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
- b) The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

41.1. Exit Management Plan

- a) The selected bidder shall provide MKBY or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
- b) 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
- c) Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on MKBY operations as a result of undertaking the transfer; and
- d) If applicable, proposed arrangements and plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to MKBY or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
- e) The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
- f) Each Exit Management Plan shall be presented by the selected bidder to and approved by MKBY or its nominated agencies.
- g) In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
- h) During the exit management period, the selected bidder shall use its best efforts to deliver the services.
- i) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- j) It would be the responsibility of the selected bidder to support new operator during the transition period.



2. Training, handholding, and knowledge transfer

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

41.2. Settlement of Disputes

1. General: If any dispute arises between the selected bidder and MKBY office during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The 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.

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 :-

- | | |
|--|------------|
| • Secretary Finance (Exp) | : Chairman |
| • Director, State Insurance and Provident Fund | : Member |
| • Financial Advisor/Chief Account Officer, SI&PF | : Member |
| • Additional Director, MKBY | : Member |
| • A Legal Expert to be nominated by the Chairman | : Member |

3. Procedure for reference to the Standing Committee: The selected bidder shall present his representation to the Director, State Insurance and Provident Fund (MKBY) along with a fee equal to two percent of the amount of dispute, 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 taking service from the selected bidder shall prepare a reply of representation and shall represent the MKBY's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and MKBY.

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

41.3. SPECIAL CONDITIONS OF CONTRACT:

41.3.1. Principle Requirement:



1. The MKBY is desirous to hire claim Processing Agency for settlement of claims under MKBY.
2. The CPA shall be hired on least cost-based selection (LCBS).
3. The CPA shall process the claim received online, as per the defined scope of work.

42. Payment:(On satisfactory services)

1. Payment to the CPA shall be made on quarterly basis on disposed number of claims after deduction of penalty & taxes as applicable.
2. Payments to the selected bidder/CPA shall be made on Quarterly basis after successful completion of the target milestones (including specified manpower and infrastructure)
3. Invoices should be raised quarterly by the selected bidder/CPA upon completion of milestone. All payments shall be made based on work completed and approved by MKBY.
4. The CPA will provide various reports using Claim Data on monthly, quarterly, half yearly and yearly basis and as desired from time to time.
5. Any delay in the approval of the deliverable(s) submitted by the CPA to Department shall not account for the delay on Department's part.
6. The selected bidder/CPA request for payment shall be made to the department in writing, accompanied by invoices describing, as appropriate, the services delivered and associated performance, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
7. Due payments shall be made by the department after submission of an invoice or request for payment by the selected bidder/CPA.
8. The currency or currencies in which payments shall be made to the selected bidder/CPA under this Contract shall be Indian Rupees (INR) only.
9. All remittance charges will be borne by the selected bidder/CPA.
10. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
11. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
12. Taxes will be deducted as applicable
13. No Advance Payments shall be made.

43. Penalty

1. The selected bidder/ CPA is expected to dispose all claims submitted after issuance of work order within 10 working days. The 10 working days shall be calculated as per official calendar of Government of Rajasthan. If CPA failed in delivering the required services due to reasons attributable to him i.e. delay in disposal on claim within defined timeframe, the cumulative penalty, as applicable, would be imposed while processing the payment for respective quarter.
2. The nodal officer of MKBY department along with the Project Manager of CPA shall thoroughly examine calculation of penalty and reasons thereof, if, the CPA submits an appeal along with substantial grounds for review of decision on imposition of penalty. The nodal officer may consider the appeal and examine the reasons submitted for waiving of penalty and reasons beyond control. The decision shall be implemented in the payment of next quarter.
3. The total penalty in any quarter shall be deducted from the total amount due for the quarter.
4. The penalty amount will be calculated based on the number of claims not settled in defined time frame as mentioned below:

S. No	Measurement Parameter	percentage Quarter	Penalty
1	Percentage of claims not settled within 10 working days i.e. total number of claim not settled in 10 working days in a quarter divided by total number of claims to be settled in the quarter	Less than 5%	0 % of applicable quarterly payment
2		$\geq 5\% \text{ \& } < 10\%$	5 % of applicable quarterly payment
3		$\geq 10\% \text{ \& } < 25\%$	10 % of applicable quarterly payment
4		$\geq 25\% \text{ \& } < 40\%$	20% of applicable quarterly payment
5		$\geq 40\%$	30% of applicable quarterly payment

5. The penalty clause will not be applicable for the first quarter of the contract period. The first quarter shall be considered as settling period for the CPA. But if, any penalty is imposed on an officer of the department under Rajasthan Public Service Guarantee Act - 2011 or by any other court and cause of penalty is delay caused by CPA, the same shall be charged from CPA.
6. Imposition of penalties amounting to 30% of the quarterly contract value for a continuous period of 2 quarters shall be treated as non-performance and beyond which the tendering authority may initiate action for the termination of the Contract and may also forfeit the PSD. The tendering authority may also debar the Selected Bidder from bidding (for all types and form of bids) for at least three years in GoR.



Annexure-1 (Pre-Bid Queries Format)

Name of the Company/Firm: _____

Bidding Document Fee Receipt No. _____ Dated _____ for Rs. _____/-

Name of Person(s) Representing the Company/ Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.



Annexure-2 (Tender Form)

[Reference No.]

• **Addressed to:**

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

• **Firm Details:**

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

- The requisite tender fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide vide e- gras challan no..dated _____.
- The requisite RISL processing fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide e- gras challan no.. _____ dated _____.
- The requisite EMD amounting to Rs. _____/- (Rupees <in words>) has been deposited vide vide e- gras challan 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: _____

amh

Annexure-3 (Bidder's Authorization Certificate)

To,

{Procuring entity},

_____,

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Verified Signature:



Annexure-4 (Self-Declaration)

(On rupees 100/- non Judicial stamp paper)

To,
{Procuring entity},

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

- a) Possess the necessary professional, technical, financial, and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
- b) 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.
- c) is having unblemished record and is not declared in-eligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) Is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
- g) Does not have, and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
- h) Does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) Will comply with the code of integrity as specified in the bidding document.
- j) The functional office of Company is situated in Jaipur
- k) The company will take services of registered medical practioner and legal assistance as and when required.
- l) In case of any dispute, jurisdiction should be Jaipur only.

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

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: _____



Place: _____

Annexure-5 (Financial Bid Cover Letter & Format)

To,
{Procuring Entity},

Reference: NIB No. : _____ Dated: _____

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.

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

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

I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

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

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

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

Date:

Authorized Signatory

Name:

Designation:



Indicative
Financial Bid Format

S. No.	Item No. and Description	Rate per settled claim in Rupees (In Figures)	Rate per settled claim in Rupees (In Words)
1	2	3	4
1	Fees (including all costs, taxes, Service Tax, GST etc.)	Rs.....	Rupees

Note:

1. This is an indicative format only, Please See BoQ at <https://eproc.rajasthan.gov.in> and fill as per format available on eproc portal.
2. Please do not Upload Scan copy of this Financial BID with Technical BID.

Date:

Authorized Signatory

Name:

Designation:



Annexure-6 (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.,
General Insurance Fund,
Room number 201-B, D-block, vitta Bhawan, Jyoti nagar , jaipur -302005 (Raj).

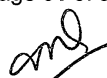
Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <please specify>M/s. (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. _____ (Rupees <in words>)> in respect to the NIB Ref. No. _____ dated _____ issued by Mukhyamantri Kamdhenu Bima Yojna (MKBY), Room number 201-B, D-block, vitta Bhawan, Jyoti nagar , jaipur -302005 , Rajasthan (hereinafter referred to as "MKBY") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of Rs. _____ (Rupees <in words>)> to the Mukhyamantri Kamdhenu Bima Yojna (MKBY) as earnest money deposit.

2. 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 MKBY of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the MKBY 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 MKBY 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 MKBY 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 MKBY shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the MKBY and it is further declared that it shall not be necessary for



the MKBY 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 MKBY 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.

5. 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.
6. 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.
7. The right of the MKBY 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.
8. 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.
9. 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.
10. 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:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address, and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favor authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalized Bank/ Scheduled Commercial Bank only.
5. 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.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by SI&PF Deptt, General Insurance Fund, office.
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. 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,
State Insurance & P.F. Deptt.,
General Insurance Fund,
Room number 201-B, D-block,
Vitta Bhawan, Jyoti nagar ,
jaipur -302005

1. In consideration of the Mukhyamantri Kaamdhenu Bima Yojna, MKBY,(MKBY), Room number 201-B, D-block, vitta Bhawan, Jyoti nagar , jaipur -302005 (hereinafter called "MKBY") having agreed to exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....datedmade between the MKBY through and(Contractor) for the work(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(s) do hereby undertake to pay to the MKBY 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 MKBY. Any such demand made on the bank by the MKBY 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 MKBY and We..... (Indicate the name of Bank), bound ourselves with all directions given by MKBY 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 MKBY 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 MKBY under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Additional Director, SI&PF, 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 MKBY that the MKBY 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 MKBY 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 MKBY or any indulgence by the MKBY 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 MKBY in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the MKBY. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the MKBY 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 MKBY 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, SI&PF, General Insurance Fund.

Signature
(Name & Designation)
For and on behalf of the SI&PF, (GIS)



Annexure-7 (Draft Agreement Format)

This Agreement is made, entered into and executed at Jaipur, Rajasthan on this _____ day of _____, 2022

By and Between

Additional Director SI&PF (General Insurance Fund), a department of Government of Rajasthan, (herein after called the GIS) situated at 2nd Floor, "D" Block, Vitta Bhawan, Janpath, Jaipur (Rajasthan) which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successor and permitted assigns) of the First Part.

AND

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

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

WHEREAS the State Insurance & Provident Fund Department, referred as The First party, has agreed to engage a Claim Processing Agency "CPA" for providing services for settling claims of the department for the card holders of Mukhyamantri Kaamdhenu Bima Yojna, MKBY

And

WHEREAS, has represented itself, as the second Party, to be engaged in the process of providing claim processing services for Mukhyamantri Kamdhenu Bima Yojna has represented itself to be registered as a claim Processing Agency "**CPA**"

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

1. DEFINITIONS AND INTERPRETATION

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

- 1.1. "**Agreement**" shall mean this Agreement and all Schedules, Supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.
- 1.2. "**Benefit**" shall mean the extent or degree of service The beneficiaries insured under Mukhyamantri Kaamdhenu Bima Yojna, are entitled to receive
- 1.3. "**Business Day**" shall mean days on which commercial banks are open for business in India.



- 1.4. **"CPP Service"** shall have the meaning ascribed to it is Clause 5 of agreement.
- 1.5. **"Coverage"** shall mean the entitlement by the beneficiary Coverage provided under the scheme, subject to the terms, conditions limitations and exclusions of the scheme.
- 1.6. **"Department"** means State Insurance and Provident Fund Department (MKBY).
- 1.7. **"EMD"** Earnest Money Deposit.
- 1.8. **"Force Majeure event"** shall have the meaning ascribed to it in Clause 10.7 below.
- 1.9. **"Fees"** shall mean the agreed fees payable to the CPA for services rendered by it as per the scope of services mentioned in the Bid
- 1.10. **"MKBY"** means Mukyamantri Kaamdhenu Bima Yojna.
- 1.11. **"Government"** shall mean the Government of Rajasthan.
- 1.12. **"Government Authority"** shall mean any nation, state sovereign or government, any central, regional, state, local or political subdivision and any entity exercising executive, legislative, judicial, regulatory, or administrative, functions of or pertaining to government, and having jurisdiction over the Company, the Parties, any Shareholder or the assets or operations of any of the foregoing including but not limited to the Insurance Regulatory and Development Authority.
- 1.13. **"IRDA"** shall mean the Insurance Regulatory and Development Authority established under the Insurance Regulatory and Development Authority Act 1999.
- 1.14. **"The Beneficiary"** shall mean Jan Aadhar card holder/ individual registered in Mukyamantri Rahat camp under Mukhyamantri Kaamdhenu Bima Yojna, MKBY
- 1.15. **"Law"** includes all statutes, enactments, acts of legislature, laws, ordinances, rules, bi-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government, statutory authority, court, tribunal, board, or recognized stock exchanges of India.
- 1.16. **"Party"** shall mean either the beneficiary in Mukyamantri Kamdhenu Bima Yojna (MKBY) or the CPA. "Parties" shall mean the MKBY, the CPA and the beneficiary.
- 1.17. **"Scheme"** shall mean Mukyamantri Kaamdhenu Bima Yojna.
- 1.18. **"Services"** shall mean claim processing related services agreed to be made available by the CPA to the MKBY
- 1.19. **"Service Area"** shall mean the area within which the Mukyamantri Kamdhenu Bima Yojna has authorized the claim Processing Agency to provide Services.
- 1.20. **"Claim Processing Agency"** shall mean any CPA which is a company registered under Company Act having claim processing experience.
- 1.21. **"RFP"** Request for Proposal.
- 1.22. **"MKBY"** Mukyamantri Kaamdhenu Bima Yojna.

2. GENERAL TERMS

- 2.1. MKBY covers all eligible beneficiaries
- 2.2. The Mukyamantri Kamdhenu Bima Yojna (MKBY) is subject to amendment from time to time and CPA shall provide the services accordingly.
- 2.3. The RFP document and any amendment thereto, scheme document (as defined in respective rules/schemes) and notification/orders/circulars regarding the scheme issued by the government of Rajasthan are integral part of this agreement (MOU).

3. OBLIGATIONS OF CPA

- 3.1. The CPA shall set up a functional office in Jaipur to provide CPA services to department.
- 3.2. The CPA shall maintain a helpdesk at the office of the Additional Director (GIS) and a representative of the CPA shall be available on the helpdesk during working hours of the office. The representative managing the helpdesk shall receive all the claim documents, register the claims & forward the same for onward processing & settlement. CPA shall provide a telephone help line the cost of which shall be borne by the CPA. CPA shall provide E-mail address for receipt of information and other documents from beneficiary.

3.3. CLAIMS PROCESSING AND PAYMENT (CPP) SERVICES:

- i. The CPA shall start the claim settlement process as detailed in Project Deliverables. All claims will be settled on *first in first out* (FIFO) basis. The CPA shall ensure following FIFO for claim settlement.
- ii. The CPA will process and decide the claim within 10 working days; the working days shall be calculated as per official calendar of Government of Rajasthan.
- iii. The CPA shall process online Claims.
- iv. The online claims shall be settled on MKBY portal, access to the portal will be provided to the CPA by the department and CPA will provide recommendations on each claim received online to the department within defined time period. The recommendations shall be as per scheme document and a process sheet as defined by Officer-In charge (OIC), Mukyamantri Kaamdhenu Bima Yojna, shall be provided along with recommendations.

3.4. Repudiation of Claims:

In case of claim to be repudiated the CPA shall recommend to MKBY Office at online platform of MKBY with reasons of repudiation.

3.5. Right to Appeal and Reopening of claim:

MKBY beneficiary shall have a right to approach the MKBY for reopening of the claim. If the beneficiary feels that the claim is payable, The MKBY's decision in this regard will be final. This right to appeal will be mentioned by the CPA in every repudiation advice.

- 3.6. If there are any clerical or procedural shortcomings in the claim submitted the CPA will seek correct information from the claim unit/ beneficiary on MKBY portal or through SMS. And, if the claim is not payable as per the terms and conditions of the scheme the CPA will recommend for repudiation the claim mentioning the reasons thereof and inform the claimant.

- 3.7. The MKBY beneficiary shall upload on MKBY portal all required documents upon which a claim is based and shall also give the CPA of MKBY such additional information and assistance as the CPA/MKBY may require in dealing with the claim.

- 3.8. Any medical practitioner or an officer authorized by the CPA/MKBY shall be allowed to examine the case if it is required.
- 3.9. The CPA shall not be liable to make any payment under this scheme in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent means or device whether by The MKBY beneficiary person or by any other person acting on his behalf.
- 3.10. At the end of each month, a statement showing the number of The MKBY beneficiary No. of claim paid, No. of claim under investigation, Number of claims repudiated etc. will be provided to Additional Director GIS.

4. Responsibility of Collection of Data:

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

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

5. The CPA represents and warrants to the MKBY that:

5.1. Power, Capacity and Authority:

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

i. Compliance with Memorandum and Articles:

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

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

ii. Compliance with Laws

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

iii. Capability of Service

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

iv. Audit of claims settled by CPA



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

v. Legal cases & RTI cases

Legal cases and RTI cases shall be handled by MKBY office. However, any report or assistance required by department will be provided within 3 days by CPA. Legal expenses shall be borne by the department however, CPA 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 CPA, the cost shall be borne by CPA only.

5.2. Code of Conduct of CPA:

- i. A CPA shall as far as possible 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 CPA, its Chief Administrative Officer or Chief Executive Officer and its employees or representatives to ensure that code of conduct issued by the Department are followed in letter and spirit

5.3. Maintenance and Confidentiality of information:

- i. The CPA shall maintain proper records documents, evidence and books of all transactions carried out by it on behalf of an MKBY 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 MKBY office and the Authority and access to them shall not be denied by the CPA on any ground.
- ii. The CPA 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 CPA from parting with the relevant information to any Court of Law /Tribunal, the Government of the Authority in the case of any investigation Carried out or proposed to be carried out by the Authority against the MKBY, CPA or any other person or for any other reason.
- iii. If the registration of the CPA is either revoked or cancelled by the competent authority, then the Data collected by the CPA and all the books, records or documents, etc. relating to the business carried on by it with regard to MKBY, shall be handed over to that MKBY by the CPA forth with, complete in all respect.

5.4. **OBLIGATION OF MUKHYMANTRI KAMDHENU BIMA YOJNA (MKBY) :**

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

6. Project Deliverables & Timelines:

S. No.	Scope of Work (I)	Activity (II)	Deliverable (III)	Delivery Schedule (in days) (IV)
T is the Date of issuance of work order				
1	Office Setup	Bidder will set-up a dedicated project office Jaipur	<ul style="list-style-type: none"> Bidder will identify suitable office space for the deployment of project team Bidder will set-up a dedicated office in Jaipur equipped with all required IT equipment's & furniture's Deployment of Appropriate Manpower including Full-time Project Manager/surveyor, Team of Experts & clerical staff 	T + 15 days
2	Helpdesk Setup	Bidder will set-up a dedicated helpdesk in the space provided by MKBY office Department	<ul style="list-style-type: none"> Setting up a dedicated helpdesk in the space provided by MKBY office in Jaipur. Bidder will purchase & deploy all required IT equipment's & furniture's in the helpdesk Bidder will install one dedicated telephone line Deployment of Manpower as specified in RFP document 	T + 15 days
3	Settlement of Claims submitted on and after date of issuance of work order (online & offline)	d) Deployment of dedicated team e) Data & Knowledge Transfer f) Preparation of MIS reports	<ul style="list-style-type: none"> Bidder will deploy dedicated Surveyor for settlement of all pending claims as on issuance of work order After analysis, CPA shall deploy appropriate team to dispose all pendency within 10 days Team will prepare all necessary MIS reports 	T+ 15days
4	Settlement of claims submitted after the date of issuance of work order (online & offline)	d) Deployment of dedicated team (team member to be defined) e) Data & Knowledge Transfer f) Preparation of MIS reports	<ul style="list-style-type: none"> Bidder will deploy dedicated team for settlement of all claims submitted on the date of issuance of work order onwards. Deploy Project Manager will work with MKBY wing to define the process of settlement of claims and preparation of sheet. Project Manager will monitor the claim settlement process undertaken by the team and shall deploy appropriate team for timely disposal of cases. The CPA will ensure that no pendency is created. Team will prepare all necessary Monthly/ Quarterly MIS reports to be submitted to MKBY wing 	T+ 15days As applicable. For 1 year from date of issuance of work order



7. Payment Terms & Schedule

1. Payment to the CPA shall be made on quarterly basis on disposed number of claims after deduction of penalty & taxes as applicable.
2. Payments to the selected bidder/CPA shall be made on Quarterly basis after successful completion of the target milestones (including specified manpower and infrastructure)
3. Invoices should be raised quarterly by the selected bidder/CPA upon completion of milestone. All payments shall be made based on work completed and approved by MKBY.
4. The CPA will provide various reports using Claim Data on monthly, quarterly, half yearly and yearly basis and as desired from time to time.
5. Any delay in the approval of the deliverable(s) submitted by the CPA to Department shall not account for the delay on Department's part.
6. The selected bidder/CPA request for payment shall be made to the department in writing, accompanied by invoices describing, as appropriate, the services delivered and associated performance, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
7. Due payments shall be made by the department after submission of an invoice or request for payment by the selected bidder/CPA.
8. The currency or currencies in which payments shall be made to the selected bidder/CPA under this Contract shall be Indian Rupees (INR) only.
9. All remittance charges will be borne by the selected bidder/CPA.
10. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
11. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
12. Taxes will be deducted as applicable
13. No Advance Payments shall be made.

8. Penalty Terms & Conditions

- 8.1. The selected bidder/ CPA is expected to dispose all claims submitted within 10 working days. The 10 working days shall be calculated as per official calendar of Government of Rajasthan. If CPA fails in delivering the required services due to reasons attributable to him i.e. delay in disposal on claim within defined timeframe, the cumulative penalty, as applicable, would be imposed while processing the payment for respective quarter.
- 8.2. The nodal officer of MKBY along with the Team leader of CPA shall thoroughly examine the cases before calculation of penalty and reasons thereof. Delay in performance/ delivery of services for reasons non-accountable to the selected bidder or due to reasons beyond control, may be dealt with accordingly.
- 8.3. The total penalty in any quarter shall be deducted from the total amount due for the quarter.

and

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

Sr. no.	Measurement Parameter	percentage Quarter	Penalty
1	Percentage of claims not settled within 10 working days i.e. total number of claim not settled in 10 working days in a quarter divided by total number of claims to be settled in the quarter	Less than 5%	No Penalty
2		>=5% & <10%	5 % of applicable quarterly payment
3		>=10% & <25%	10 % of applicable quarterly payment
4		>=25% & <40%	20% of applicable quarterly payment
5		>=40%	30% of applicable quarterly payment

- 8.5. The penalty clause will not be applicable for the first quarter of the contract period. The first quarter shall be considered as settling period for the CPA.
- 8.6. Imposition of penalties amounting to 30% of the quarterly contract value for a continuous period of 2 quarters shall be treated as non-performance and beyond which the tendering authority may initiate action for the termination of the Contract and may also forfeit the PSD. The tendering authority may also debar the Selected Bidder from bidding (for all types and form of bids) for at least three years in GoR

9. INDEMNIFICATIONS

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

- 9.1. Each party agrees to be solely liable for, and will indemnify, defend and hold harmless:

The other Party, its officers, directors, employees, consultants and agents from and against any and all claims, Liability, damages and / or costs (Including but not limited to Legal fees) arising from, out of or in connection with.

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

iii. Any amount paid to a non MKBY beneficiary person.

10. TERMINATION

10.1. Termination for Default

- 10.1.1 The tender sanctioning authority of MKBY may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
- 10.1.2 If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by MKBY; or
- 10.1.3 If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- 10.1.4 If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- 10.1.5 If the supplier/ selected bidder commits breach of any condition of the contract.
- 10.1.6 If MKBY terminates the contract in whole or in part, amount of PSD may be forfeited.
- 10.1.7 Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.
- 10.1.8 As on effective date of termination, Tendering Authority may pay:
 - 10.1.8.1 The unpaid value of all the services 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.
 - 10.1.8.2 All the services delivered by the Bidder and accepted by the purchaser, the consideration payable shall be based on service rate as per agreement.

10.2. Termination for Insolvency

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

10.3. Termination for Convenience

- 1. MKBY, by a written notice of at least 30 days sent to the service provider/ 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.

2. 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.
3. To have any portion completed and delivered at the Contract terms and prices; and/or
4. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Related Services previously procured by the supplier/ selected bidder.

11. COSTS

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

12. PERFORMANCE SECURITIES

12.1. CPA shall carry out the services in conformity with general professionally and technically accepted norms relevant to such assignments that are required for the Scheme which are to the entire satisfaction of Department (MKBY). The Successful Bidder will deposit Performance Security as per rules (5%) of estimated cost of CPA Services.

12.2. Failure of the CPA 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

The performance security submitted by the CPA shall be forfeited in case of breach of agreement.

12.4. Release of Performance Security

The performance security would be released only after the expiry of two months from the date of expiry of complete agreement.

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

13.1. Except as provided under clause "Force Majeure", if the supplier/ 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, as liquidated damages, a sum equivalent to the percentage specified in (7.19.4) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified for the first quarter in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".

- 13.2. The time specified for service delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange services within the specified period.
- 13.3. Completion period of services may be extended with or without service delays if the delay in the services is on account of hindrances beyond the control of the supplier/ selected bidder.
- I. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of services, if he finds himself unable to complete the services within the stipulated delivery period or is unable to maintain prorate progress. This request shall be submitted as soon as a hindrance in services within 15 days from such occurrence but before expiry of stipulated period of completion of contract after which such request shall not be entertained.
- II. The Purchaser shall examine the justification of causes of hindrance in the delivery of services and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
- III. Normally, extension in delivery period of services in following circumstances may be considered without liquidated damages:
1. When delay has occurred due to delay in supply of plans etc. if the MKBY was required to supply them to the supplier of service provider as per terms of the contract.
 2. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier by the MKBY as per terms of the contract.
 3. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, 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 supply of services.
 4. It shall be at the discretion of the concerned authority to accept or not to accept the supply of services rendered by the bidder after the expiry of the stipulated delivery period if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered services
 5. If Mukhyamantri Kaamdhenu Bima Yojna, MKBY (MKBY) office in need of the services rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
 6. In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with liquidated damages, the recovery shall be made on the basis of value of services (upto that milestone as specified in Payment Terms & Schedule of this RFP document) which the supplier/ selected bidder has failed to deliver/ install/ complete: -



No.	Condition	LD %
a.	Delay up to one fourth period of the prescribed period of delivery, successful installation, and completion of work	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation, and completion of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation, and completion of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery, successful installation, and completion of work	10.0 %

1. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.

7. In all cases, maximum amount of liquidated damages shall be 10% of the total project cost.

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 labour disputes.
- iv. Changes of any applicable rule, regulation, or law.

14.2. If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

14.3. In case a Force Majeure situation occurs with the MKBY, the MKBY may take the case with the supplier/ selected bidder on similar lines.

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, the parties hereto and their respective successors and permitted/ authorised persons .

16. ENTIRE AGREEMENTS

This agreement entered into between the insurer and the CPA 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 CPA nor any of its employees. Network providers or associated consultants or sub-contractor shall be deemed to be the employees of the insurer for any purpose whatsoever.

18. VARIATIONS

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

19. SEVERABILITY

If any provision of this Agreement is invalid, unenforceable or prohibited by law, will not be part of this agreement

20. AMENDMENT

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

21. NOTICES

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

22. Exit Mechanism

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

23. GOVERNING LAW

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

and

24. DISPUTE RESOLUTION

24.1. General: If any dispute arises between the selected bidder and MKBY 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 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.

- 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 :-

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

24.2. Procedure for reference to the Standing Committee: The selected bidder shall present his representation to the Director, State Insurance and Provident Fund (MKBY) along with a fee equal to two percent of the amount of dispute, 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 taking service from the selected bidder shall prepare a reply of representation and shall represent the MKBY's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and MKBY.

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

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

Signed by

For and on behalf of CPA

Signed by

Additional Director SI&PF (GIS)

For and on behalf of

SIPF Deptt.,(MKBY), Government of Rajasthan

Witness -

Witness -



1.
 1. Assistant Director (GIS)
2.
 2. Assistant Account's Officer-1 (GIS)

Schedule - 1

1. CPA services Fees Rs. per annum. For the service rendered by the CPA as per the relevant clauses of MOU plus services Tax as applicable shall be paid to the second party (CPA) by the first party (MKBY).
2. CPA will submit invoice/Bill against the service rendered as mentioned in the document on a pro rata basis every quarter and the MKBY shall make payment of the same within 15 days of the receipt of the said bill/ invoice.
3. Performance security of as per rule shall be deposited by the second party (CPA) with the first party (MKBY).



Annexure-8 (Format For Submission Of Project References For Pre-Qualification Experience)

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

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

aml

Annexure-9 (Memorandum Of Appeal Under The Rtpa Act, 2012)

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:

- a. Name of the appellant:<please specify>
- b. Official address, if any: <please specify>
- c. Residential address:<please specify>

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

- a. <please specify>
- b. <please specify>
- c. <please specify>

3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:<please specify>

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

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

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

7. Prayer:<please specify>

Place

Date

Appellant's Signature



ANNEXURE- 10: CHECK LIST

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

Sr.no.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security/EMD	Instrument/ Proof of submission (PDF)
Eligibility Documents		
1.	Bidder Profile/ Tender Form	As per Annexure attached in bid doc.
2.	Bidder Authorisation Certification	As per Annexure attached in bid doc.
	Technical Parameter	Document Required
1.	The Company must be registered under Company Act 2013 (earlier Company Act 1956). The company must be at least 3 year old company.	Registration certificate
2.	The Company must be empanelled by at least one Public/Private sector insurance company for claim related services.	Empanelled letter
3.	The Company must be income tax payee with GST Registration and Clearance Certificate necessary. (PF&ESI as per rules when required)	Relevant Certificates issued by authorities
4.	The CPA should not have been blacklisted by any State govt./ UT Administration/ Central Government / PSU Insurers	Self-Declaration
5.	A functional office of Claim Processing Agency must be situated in Jaipur	Self-Declaration
6.	There must be at least 15 employees having understanding and knowledge of claim processing, a graduate degree of any recognised university and having computer knowledge (RSCIT) and a Team leader in the (CPA). The team leader must be : (i) Surveyor in miscellaneous Insurance registered in IRDA having at least 10 years experience in Insurance field.	Certificate Issued by competent authority
7.	No employee (or his family member) of the Claim Processing Agency (Company) will be associated with the State Insurance and Provident Fund Deptt. in any manner other than related to claim related works. (as a Surveyor or investigator)	Self-Declaration
8.	In case of any dispute, jurisdiction will be Jaipur only.	Self-Declaration
9.	The annual turnover of the bidder company must be at least 75 lacs in any one of the previous three years. (2019-2020, 2020-2021, 2021-2022)	C.A. audited Balance sheet
10.	The company must take services of registered veterinary practioner and legal assistance as and when required on thier own expense.	Self-Declaration
11.	The CPA shall set up a separate office in Jaipur to provide CPA services to SIPF (GIF) department for MKBY.	Self-Declaration

Request for Proposal (RFP) for Appointment of CPA for MukhyamantriKaamdhenubima Yojna

12.	The CPA shall maintain a helpdesk at the office of the Additional Director (GIS) and a representative of the CPA shall be available on the helpdesk for 24*7.	Self-Declaration
13.	CPA shall provide daily update on the claims received, and after processing, if found fit for payment, forward the same to Additional Director, GIS for onward processing and settlement.	Self-Declaration
14.	The bidder must have work experience at least 3 years as CPA.	Certificate Issued by competent authority



Annexure – A (Code Of Integrity)

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

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

- (i) Not offer any bribe, reward of gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- (ii) Not misrepresent or omit or mislead or attempt to mislead so as to obtain a financial or other benefit of avoid an obligation.
- (iii) Not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and process of the procurement process.
- (iv) Not misuse any information shared between the procuring entity and the bidder with an intent to gain unfair advantage in the procurement process.
- (v) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or its property to influence the procurement process.
- (vi) Not obstruct any investigation or audit of a procurement process.
- (vii) Disclose conflict of interest, if any; and
- (viii) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest: -

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited: -
 - a. have controlling partners/shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them;
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decision of the procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the all-same subcontractor, not otherwise participation as Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.



Annexure – B (Declaration By The Bidder Regarding Qualification)

(To be submitted along with the first part bid)

In relation to my/our Bid submitted to ADDITIONAL DIRECTOR, SI&PF DEPARTMENT, (GIS) RAJASTHAN for Mukhyamantri Kamdhenu Bima Yojana in response to their notice Inviting Bid No.....Dated..... I/we hereby declare under section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that: -

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

Date:

Place:

Signature of bidder
(With Office Seal)



Annexure – C (Grievance Redressal During Procurement Process)

The designation and address of the 1st Appellate authority will be Director SI&PF, Department, Rajasthan, Jaipur and the 2nd Appellate authority will be the Secretary Finance (Expenditure) Department, Govt. of Rajasthan.

Filing an appeal: -

- (1) If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the RTPP Act or Rules or the guidelines issued there under may file an appeal to the first appellate authority, within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which, he feels aggrieved. Provided that after a bidder has been declared as successful, such an appeal can be filed only by bidders who have actually participated in the procurement process.
- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the Order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to the second appellate authority specified in the bidding document within fifteen days from the expiry of the period specified in para (2) or from the date of receipt of the Order (through registered post or e-mail address provided by the bidder) passed by the first appellate authority, as the case may be.
- (4) Appeal not sustainable in certain cases -No appeal shall lie against any decision of the procuring entity relating to the following matters, namely: -
 - (a) determination of the need of procurement;
 - (b) provisions limiting the participation of bidders in the bid process;
 - (c) the decision of whether or not to enter into negotiations;
 - (d) cancellation of a procurement process;
 - (e) applicability of the provisions of confidentiality.
- (5) **Form of Appeal**
 - (a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
 - (b) Every appeal shall be accompanied by the Order appealed against and affidavit, if required, verifying the facts stated in the appeal and proof of payment of fee.
 - (c) The appeal may be presented to the first appellate authority or second appellate authority, as the case may be, in person or through registered post or through an authorized representative.
- (6) **Fee for filing Appeal**



- (a) Fee for first appeal shall be **Rupees two thousand five hundred** and for the second appeal shall be **Rupees ten thousand**, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled bank in India payable in the name of appellate authority concerned.

(7) Procedure for disposal of appeal

- (a) The first appellate authority or second appellate authority (as the case may be) upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) on the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be shall, -
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an Order in writing and provide the copy of Order to the parties free of cost.
- (d) The Order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.



Annexure – D (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.



Form No. 1

[See rule 83]

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

Appeal No of.....

Before the (First/Second Appellate Authority)

1. Particulars of Appellant:
2. Name of the Appellant:
3. Official address, if any:
1. Name and address of the respondent (s):
 - (i)
 - (ii)
 - (iii)
2. Number and date of the order appealed against and designation of the Officer/authority who passed the order (enclosed copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
3. If the Appellant propose to be represented by a representative, the name and postal address of the representative:
4. Number of affidavits and documents enclosed with the appeal:
5. Grounds of Appeal:

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

(Supported by an affidavit)

6. Prayer:

Place

Date

Appellant's Signature



Annexure – E (Declaration)

Declaration

(To be submitted along with the first part bid)

I/We.....having our Office at.....
do hereby declare that I/We have read all the conditions of the bid provided to me /
us by the Additional Director, State Insurance and SI&PF Department, (GIS) Room
No. 201-B, IInd Floor, D-Block, Vitta Bhawan, Jyoti Nagar, Jaipur Rajasthan for the
MUKHYAMANTRI KAMDHENUBIMAYOJANA for the tender period of One Year.

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

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

Signature of the Bidder
(With Office Seal)



Annexure – F (Undertaking Regarding Price)

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

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

Date:
Place:

Signature of bidder
(With office Seal)

