

Request for Proposal (RFP)

For

- Mukhyamantri Vyapari Samuhik Niji Durghatna Beema Yojana (MVSNDY)
- Mukhyamantri Vyapari Kshatipurti Beema Yojana (MVKBY)

In the State Of Haryana

Issued By

Excise & Taxation Department
Government Of Haryana

Request for Proposal (RFP)

27/05/2019

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Disclaimer

The information contained in this Request for Proposal document (the “ RFP”) or subsequently provided to the Bidders, whether verbally or in documentary or any other form, by or on behalf of the Government of Haryana, hereinafter referred to as the State Government, acting through the Department of Excise & Taxation, Haryana, hereinafter referred to as the Department or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement and it is neither an offer nor invitation by the Department to the prospective bidders or any other person. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their bid. This RFP includes statements, which reflects various assumptions and assessments arrived at by the Department in relation to the scheme. Such assumptions, assessments and statements do not purport to contain all the information each Bidder may require. This RFP may not be appropriate for all persons and it is not possible for the State Government or the Department or its employees or advisors, to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP, and where necessary obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed therein.

Neither the State Government nor the Department nor their employees or their advisors make any representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulation or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre-qualification of Applicants for participation in the Bidding process.

The Department also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statement contained in this RFP.

The statements and explanations contained in this RFP are intended to provide an understanding to the Bidders about the subject matter of this Tender and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Bidders that will be set forth in the Insurer's Contract or the State Government's rights to amend, alter, change, supplement or clarify the scope of work, or the Insurance Contract to be signed pursuant to this RFP the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents, including this RFP, are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the State Government.

The State Government may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the State Government is bound to appoint an Insurer as the Successful Bidder, and the State Government reserves the right to reject all or any of the Bidders or Bids or not to enter into an agreement for the implementation of the Mukhyamantri Vyapari Samuhik Niji Durghatna Beema Yojana (MVSNDY) and Mukhyamantri Vyapari Kshatipurti Beema Yojana (MVKBY) in State of Haryana, without assigning any reason whatsoever.

Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Department or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will be borne by the Bidders and the State Government, the Department, its employees and advisors shall not be liable, in any manner whatsoever, for the same or for any other costs or other expenses incurred by any Bidder in preparation or submission of its Bid, regardless of the conduct or outcome of the Bidding Process.

1. NOTICE INVITING TENDER (NIT)

- 1.1. The State of Haryana has undertaken to provide insurance coverage of Rs.5 lakh in case of personal accidental death or permanent disability of the eligible taxpayers under the Mukhyamantri Vyapari Samuhik Niji Durghatna Beema Yojana.
- 1.2. The State also intends to provide insurance coverage of Rs.5 lakh to Rs.25 lakh for loss of stock of goods or furniture and fixtures or both of the eligible taxpayers in case of fire and burglary under the Mukhyamantri Vyapari Kshatipurti Beema Yojana.
- 1.3. These schemes shall cover all the eligible taxpayers, irrespective of the nature of the business of the eligible taxpayer.
- 1.4. Both the insurance schemes will cover approximately 4.5 lakh taxpayers which will benefit approximately 3 lakh trading houses/businesses registered in the State under the Goods and Service Tax Act.
- 1.5. The schemes shall be valid for a period of one year starting from date of agreement of the selected Insurance Company with Haryana Traders Welfare Board. The validity of the insurance scheme shall be extendable for another period of six months with the approval of the State Government, if both parties agree thereto.
- 1.6. Sealed Financial Bids are invited by the Excise and Taxation Department from eligible bidders for providing insurance coverage to all eligible taxpayers under both the insurance schemes, on behalf of the Haryana Traders Welfare Board which has been constituted for welfare of the trade and industry of the State. The Excise and Taxation Department, Haryana will act as Nodal Agency for selecting insurance company to provide insurance coverage under both the schemes.
- 1.7. Only those Public Sector Undertakings (PSUs) Insurance companies that are registered with the Insurance Regulatory and Development Authority (IRDA) and holding the valid license to provide Insurance services as on the date of issue of this RFP and meeting the criteria as defined in this RFP shall be eligible to submit a bid for both the schemes.
- 1.8. The bidder must not be Blacklisted/De-listed/Barred by the Central Government, any State Government, a statutory authority or a public sector undertaking.
- 1.9. The bidder shall have to bid for both insurance schemes. The contract for providing insurance under both the schemes shall be given to one insurance company selected after bidding process.
- 1.10. The bidder is required to quote separate rates for both the insurance schemes. The financial score shall be calculated by adding the financial score of each insurance scheme. The financial score of each insurance scheme shall be computed by multiplying the quoted rate with a weighted factor. The weighted factor of each insurance scheme shall be the ratio of total number of beneficiaries and the amount of insurance coverage under each scheme.

1.11. It is specifically clarified that the **average clause would not be applicable while settling the claims under Mukhyamantri Vyapari Kshatipurti Beema Yojana (MVKBY)**. Meaning thereby that if the beneficiary has stock of more value than the insured value in such cases the claim to the extent of actual loss or the insured value whichever is lower shall be payable by the insurance companies.

1.12. The bids must be in the prescribed performa and must be furnished in the manner prescribed in this RFP.

1.13. Key Events and Dates

SN	Particular	Details
1	Last date for submission of written pre-bid queries for clarifications (by e-mail on ID:hoharyanatax@gmail.com)	From 18.06.2019 to 20.06.2019 up-to 04:00 PM
2	Date, time and place for pre-bid meeting.	20.06.2019 up-to 11:00 AM Conference Room, 3rd Floor, Vanijya Bhawan, Plot no. I-3, Sector 5, Panchkula, Haryana
3	Date, time and place for submission of Financial bid	From 28.06.2019 to 02.07.2019 upto 04:30 PM Conference Room, 3rd Floor, Vanijya Bhawan, Plot no. I-3, Sector 5, Panchkula, Haryana
4	Date, time and place for opening of financial bids	04.07.2019 at 11:00 AM Conference Room, 3rd Floor, Vanijya Bhawan, Plot no. I-3, Sector 5, Panchkula, Haryana
5	Bid validity	180 days

Contact Details:

Name : Smt. Hem Kiran Jain

Designation : Chartered Accountant in Excise and Taxation Department

Email ID : hoharyanatax@gmail.com

Contact : 0172-2590981

The potential bidders may contact at the address given above for any clarifications or correspondence regarding this RFP.

2. DEFINITIONS AND INTERPRETATIONS

- 2.1. **Addendum or Addenda** means document issued in continuation or as modification or as clarification to certain points in the RFP. The bidders would need to consider the main document as well as any addenda issued subsequently for responding with a bid.
- 2.2. **Beneficiary** means the eligible taxpayer whose name appears in the list of beneficiaries to be provided by the Haryana Traders Welfare Board.
- 2.3. **Bid** refers to the qualification and the financial bids submitted by an eligible Insurance Company pursuant to the release of this RFP as per the provisions laid down in this RFP and all subsequent submissions made by the Bidder.
- 2.4. **Bid Validity Period** shall mean the period of 180 days from the Bid Due Date (excluding the Bid Due Date) for which each bid shall remain valid.
- 2.5. **Bidder** shall mean any eligible Insurance Company which has submitted its bids for these two insurance schemes in response to this RFP.
- 2.6. **Contract** means the agreement entered into between Haryana Traders Welfare Board and the selected insurance bidder, including all the attachments & appendices thereto and all documents incorporated by reference therein.
- 2.7. **Days** mean and shall be interpreted as calendar days unless otherwise specified.
- 2.8. **Eligible Insurance Company** means the insurance company which fulfill the eligibility conditions mentioned in this RFP.
- 2.9. **Eligible Taxpayers** means the taxpayers of the State registered as on 30.09.2018 under Goods and Service Tax (GST) either in the State or Central jurisdiction who fulfill eligibility conditions provided in this RFP and fall in the following categories:
1. Partnership firms
 2. Hindu Undivided Family (HUF)
 3. Proprietorship firms
 4. Limited Liability Partnership (LLP)
 5. Private Ltd. Companies

Note:- The eligible taxpayers shall be the same for both the insurance schemes however, the proprietor of proprietorship firms, all partners of partnership firms and all designated partners of LLPs, Karta of HUF and all Directors of Private Limited companies registered as on 30.09.2018 subject to eligibility conditions in the records of eligible taxpayers under GST, shall be provided an insurance cover of Rs.5 Lakh under the Mukhyamantri Vyapari Samuhik Niji Durghatna Beema Yojana.

- 2.10. **H-ETD** means the Excise & Taxation Department, Haryana.
- 2.11. **HTWB** means the Haryana Traders Welfare Board. HTWB shall be the entity empowered to execute the agreement with the selected bidder for the purpose of providing insurance. The agreement will be signed by the HTWB through its Secretary.
- 2.12. **Insurer** and the selected bidder are the same.
- 2.13. **Material Misrepresentation** shall mean an act of intentional hiding or fabrication of a material fact which, if known to the other party, could have terminated, or significantly altered the basis of a contract, deal, or transaction.
- 2.14. **MVSNDY** means the Mukhyamantri Vyapari Samuhik Niji Durghatna Beema Yojana.
- 2.15. **MVKBY** means the Mukhyamantri Vyapari Kshatipurti Beema Yojana.
- 2.16. **Nodal agency** in this RFP means the Excise and Taxation Department, Haryana.
- 2.17. **Policy Cover Period** : The scheme shall be valid for a period of one year starting from date of agreement of the successful insurer company with Haryana Traders Welfare Board. The validity of the insurance scheme shall be extendable for another period of six months with the approval of the State Government.
- 2.18. **Proposer** in this RFP means the Haryana Traders Welfare Board.
- 2.19. **Successful Bidder** shall mean the Bidder (Insurance Company) whose bid is the lowest as per evaluation criteria in the RFP.
- 2.20. **Selected Bidder** shall mean the successful bidder (Insurance Company) who has been selected in the bid exercise and has agreed to the terms and conditions of the RFP and has signed the Insurance Contract with the HTWB.
- 2.21. **State** means the State of Haryana.
- 2.22. **Tender Document** and RFP are the same.

3. SCOPE OF WORK

The Government of Haryana with a view to secure welfare of trade and industry of the State has authorized Haryana Traders Welfare Board to provide insurance coverage under MVSNDY and MVKBY. Excise and Taxation Department, Haryana will act as Nodal Agency for inviting bids from eligible insurance companies and selection of successful bidder.

3.1 General Conditions applicable to both schemes

3.1.1.1 Eligibility conditions for eligible taxpayers:-

The benefits of insurance coverage under both the Schemes shall be made available to five categories of eligible tax payers as defined in the RFP subject to exclusion of the following as on date of execution of the contract:-

- a. The eligible taxpayers who have applied for cancellation of registration under Goods & Service Tax Act.
- b. The eligible taxpayers against whom the proceedings of cancellation have been initiated by the Department.
- c. The eligible taxpayers who have been found/ are found indulging in fraudulent activities.
- d. The eligible taxpayers who have been found to be fake or non-existent.
- e. The regular eligible taxpayers who have not filed returns for the last six consecutive return periods.
- f. The eligible taxpayers who have opted for composition scheme and have not filed returns for three consecutive tax periods

3.1.2 Intimation of insurance coverage by the selected insurance company

The selected insurance company shall intimate the beneficiaries of coverage under the Mukhyamantri Vyapari Samuhik Niji Durghatna Beema Yojana (MVSNDY) and Mukhyamantri Vyapari Kshatipurti Beema Yojana (MVKBY) through E-mail or SMS at addresses/Mobile phone numbers of beneficiaries provided by the HTWB.

3.1.3 Period of Insurance

The period of insurance under both the schemes shall be one year starting from the date of agreement signed between HTWB and the selected insurance company. The period shall be extendable for another six months with the prior approval of the State Government on the same terms & conditions.

3.1.4 Payment of premium

The Payment of premium shall be made as per the schedule mentioned in the agreement between the proposer and the selected insurance company. Entire

premium will be paid by the proposer and no premium has to be collected from the beneficiary.

3.1.5 Proposer and Beneficiary

For the purpose of these schemes, the proposer shall be the Haryana Traders Welfare Board and the beneficiary will be the eligible taxpayer whose name appear in the list of beneficiaries provided by the proposer. Once the contract is entered, no addition of beneficiaries shall be made during the currency of the Scheme.

3.1.6 The benefit of insurance claim will be available to a beneficiary even if he does not fulfill the condition of eligibility as per clause 3.1.1 on a later date subject to conditions in Point No.3.1.7 stated below.

3.1.7 During the currency of the scheme if any beneficiary is found to be nonexistent or fake or found to be indulging in fraudulent activities, such beneficiary shall not be entitled to receive settlement claim under any of these schemes. The settlement claim received from the insurance company shall be deposited in the CM Relief Fund.

3.1.8 No particulars of spouse or legal heir(s) shall be provided during the bidding process or at the time of signing of agreement. However, particulars will be made available by the person lodging the claim at the time of lodging of claim.

3.1.9 This MVKBY being Group Insurance Policy, particulars relating to nature of goods shall not be provided during the bidding process or at the time of signing of agreement. However, at the time of lodging of claim the beneficiary shall provide details of goods damaged or lost/stolen etc. The insurance company may verify the goods from the account books/returns of the beneficiary.

3.1.10 Under MVKBY, the particulars relating to place(s) of business shall also not be provided during the bidding process or at the time of signing of agreement. However, the same will be made available at the time of lodging of claims by the beneficiary/nominee and the insurance company may get the particulars verified from the record available with the Excise & Taxation Department.

3.1.11 It is specifically clarified that **the average clause would not be applicable while settling the claims under Mukhyamantri Vyapari Kshatipurti Beema Yojana (MVKBY)**. Meaning thereby that if the beneficiary has stock of more value than the insured value in such cases the claim to the extent of actual loss or the insured value whichever is lower shall be payable by the insurance companies.

- 3.1.12** If the beneficiary has more than one insurance policies covering the same insured property, the principle of contribution will apply and the claim of loss shall be settled proportionately by the insurance company as per contribution.
- 3.1.13** The bidders must keep into consideration the condition of contribution in clause 3.1.12 while quoting their financial bids as the contributory clause will limit the liability of the Selected Insurance Company in case of loss of insured property. The Selected Insurance Company shall share the loss proportionately with the Insurance Company which has already insured the same property of the eligible taxpayer.
- 3.1.14** The insurance coverage provided under the Mukhyamantri Vyapari Samuhik Niji Durghatna Beema Yojana (MVSNDDBY) will be in addition to any insurance coverage that might have been taken by the beneficiary on his own. It implies that the claim received under this scheme will be in addition to the amount of claim to be received or receivable under any other insurance scheme of any insurance company which the beneficiary may have.
- 3.1.15** Number of approximate beneficiaries under Mukhyamantri Vyapari Samuhik Niji Durghatna Beema Yojana (MVSNDDBY) and category wise number of beneficiaries Mukhyamantri Vyapari Kshatipurti Beema Yojana (MVKBY) may be provided by the H-ETD for bidding process.

3.2 INSURANCE SCHEMES

3.2.1 MUKHYAMANTRI VYAPARI SAMUHIK NIJI DURGHATNA BEEMA YOJANA (MVSNDDBY)

This insurance scheme will provide a cover of Rs. 5 Lakh to the beneficiaries in case of personal accidental death or loss of body parts as per Table given below:

SN	Item	Details	Percentage
1	Mukhyamantri Vyapari Samuhik Niji Durghatna Beema Yojana	Accidental Death	100% of the sum insured
		Permanent disability	100% of the sum insured
		Loss of two Limbs or Eyes or one Limb and one Eye	100% of the sum insured

1. Insurance coverage of Rs.5 lakh under the scheme shall be provided to the proprietors of proprietorship firms, all the partners of partnership firms and all the designated partners of LLPs, Karta of HUF and all the Directors of Private Limited companies registered as on 30.09.2018 subject to eligibility conditions in the records of eligible taxpayers.
2. The proposer will provide the List of beneficiaries i.e. proprietors, partners, karta, directors, and designated partners in LLPs, as the case may be, to the selected Insurance Company.
3. The beneficiary shall be entitled for a sum of Rs. 5 Lakh from the insurance company in case he sustains any bodily injury leading to death or permanent disability or loss of limbs/eyes - as explained in the table above, resulting solely and directly from accident caused by external violent and visible means during the period of insurance.
4. The beneficiary shall also be entitled for a sum of Rs. 5 Lakh in case any injury sustained during the period of the insurance scheme leads to death or permanent disability or loss of two Limbs/Eyes or one Limb/Eye within a period of 12 months from the expiry of period of insurance scheme.
5. The loss of two limbs will include the loss of the following:-
 - (i) Sight of both eyes, or the actual loss by physical separation of two entire hands or two entire feet, or one entire hand and one entire foot or of such loss of sight of one eye and such loss of one entire hand or loss of one entire foot, the sum insured of such insured person.
 - (ii) Use of two hands or two feet, or of one hand and one foot or loss of sight of one eye and such loss of use of one hand or one foot of such insured person.
6. Spouse of the beneficiary will be the nominee of the beneficiary by default under Mukhyamantri Vyapari Samuhik Niji Durghatna Beema Yojana (MVSNDDBY). However, in case of no spouse, the settlement claim shall be given to the legal heir(s). In case where the legal heir(s) is/are minor then the HTWB shall ensure that a Fixed Deposit is made in the name of the minor till he/she/they become major.

Note: No particulars of spouse or legal heir(s) shall be provided during the bidding process or at the time of signing of agreement. However, particulars will be made available by the person lodging the claim at the time of lodging of claim.
7. The insurance coverage provided under the Mukhyamantri Vyapari Samuhik Niji Durghatna Beema Yojana (MVSNDDBY) will be in addition to any insurance coverage that might have been taken by the beneficiary on his own. It implies that the claim to be received under this scheme will be in addition to the amount of claim received or receivable under any other insurance scheme of any insurance company which the beneficiary may have.

8. The benefit of insurance claim will be available to a beneficiary, even if he does not fulfill the condition of eligibility as per clause 3.1.1 on a later date, subject to conditions in Point No.9 stated below.
9. During the currency of the scheme if any beneficiary is found to be non-existent or fake or found to be indulging in fraudulent activities, such beneficiary shall not be entitled to receive settlement claim under these schemes. The settlement claim received from the insurance company shall be deposited in the CM Relief Fund.

10. CLAIM MANAGEMENT

- (i) In case of Mukhyamantri Vyapari Samuhik Niji Durghatna Beema Yojana (MVSNDDBY), the claim of loss shall be intimated to the company **preferably within 30 days** from the date of occurrence by the beneficiary or the nominee, as the case may be. Every claim under this scheme shall be lodged within three months from the date of occurrence. The delay in filing claim due to unavoidable reasons may be condoned by the HTWB. Decision of the HTWB will be final in this respect.
- (ii) The claim shall be lodged in the office of the insurance company or at such office as may be decided by the HTWB. In case where claim is lodged in the office of the insurance company, an intimation to this effect will be provided by the company to the HTWB within 15 days.
- (iii) The claim shall be processed by the insurance company. The HTWB may also assist the insurance company in settlement of claims.
- (iv) The insurance company shall settle the claim within a period of one month from the date of lodging of claim.
- (v) Following documents will be provided to the insurance company / **investigator** for lodging the claim:-
 - a. Intimation letter (to be drafted by the insurance company and approved by the HTWB)
 - b. Copy of FIR (if applicable)
 - c. Post mortem Report (if applicable)
 - d. Claim Form (to be drafted by the insurance company and approved by the HTWB)
 - e. Death certificate(if applicable)
 - f. Medical reports in case of loss of limbs or permanent disability.
 - g. Name(s) of the spouse/Legal heir/representatives-Identity document(ID) and bank details

3.2.2 MUKHYAMANTRI VYAPARI KSHATIPURTI BEEMA YOJANA

This insurance scheme shall provide insurance cover ranging from Rs.5 Lakh to Rs.25 Lakh depending upon the category of the beneficiaries on the basis of their turnover, for the loss of stock of goods or furniture and fixtures or both due to fire or burglary or both.

For the purpose of this scheme the stock of goods shall mean and include:

- i. Goods dealt with by way of purchase, sale, receipt or supply whether as raw material, consumables, packing material, finished goods, semi-finished goods in the ordinary course of business for which eligible taxpayer is registered under the GST Act.
 - ii. Machinery, equipments/components, die and tools, furniture/fixtures, other electrical/electronic items installed at the business premises in connection with the business carried out by the beneficiary.
1. All the taxpayers registered, in the capacity of proprietorship, partnership, private limited companies, LLPs and HUF, either with the State or the Centre under the GST Acts as on 30.09.2018 subject to eligibility conditions in the RFP will be the beneficiaries.
 2. Insurance coverage of minimum of Rs.5 Lakh under this scheme will be provided to all beneficiaries whose list is provided by the proposer to the insurance company. However, insurance coverage above Rs.5 Lakh shall depend upon the turnover of the eligible taxpayers. The categorization of eligible taxpayers depending upon their turnover for the purpose of amount of insurance coverage shall be as under:-

Sr. No.	Category	Insurance Coverage
1	Turnover from Rs.0 - 20 lakh	Up to Rs. 5 lakh
2	Turnover above Rs. 20 lakh up to 50 lakh	Up-to Rs. 10 lakh
3	Turnover above Rs. 50 lakh up-to 1 crore	Up-to Rs. 15 lakh
4	Turnover above Rs. 1 crore up-to 1.5 crore	Up-to Rs. 20 lakh
5	Turnover above Rs. 1.5 crore	Up-to Rs. 25 lakh

3. Turnover for the purpose of categorization of the eligible taxpayer shall be computed as follows:
 - For the migrated taxpayers, the annual turnover shall be calculated by extrapolating the turnover under GST derived from the returns of various months of the financial year 2017-18 filed on or before 30.09.2018.

- For new taxpayers registered during the period 2017-18, the annual turnover shall be the same as turnover under GST derived from the returns of various months of the financial year 2017-18 filed on or before 30.09.2018.
- For new taxpayers registered during the period from 1st April, 2018 to 30th September, 2018, the annual turnover shall be the same as turnover under GST derived from the returns of various months of the financial year 2018-19 up-to the month of September, 2018 filed on or before 31.12.2018.

Note: The turnover of the taxpayer for the purpose of categorization of the taxpayer shall be treated as nil for the months for which the returns have not been filed.

4. This being a Group Insurance Policy, particulars relating to nature of goods shall not be provided during the bidding process or at the time of signing of agreement. However, at the time of lodging of claim the beneficiary shall provide details of goods damaged or lost/stolen etc. The insurance company may verify the goods from the account books/returns of the beneficiary.
5. The particulars relating to place(s) of business shall also not be provided during the bidding process or at the time of signing of agreement. However, the same will be made available at the time of lodging of claims by the beneficiary and the insurance company may get the particulars verified from the record available with the Excise & Taxation Department.
6. It is specifically clarified that the **average clause would not be applicable while settling the claims under Mukhyamantri Vyapari Kshatipurti Beema Yojana (MVKBY)**. Meaning thereby that if the beneficiary has stock of more value than the insured value in such cases the claim to the extent of actual loss or the insured value whichever is lower shall be payable by the insurance companies.
7. If the beneficiary has more than one insurance policies covering the same insured property, the principle of contribution will apply and the claim of loss shall be settled proportionately as per contribution.
8. The bidders must keep into consideration the condition of contribution as per point no. 7 while quoting their financial bids as the contributory clause will limit the liability of the Selected Insurance Company in case of loss of insured property. The Selected Insurance Company shall share the loss proportionately with the Insurance Company which has already insured the same property of the eligible taxpayer.
9. Category wise number of approximate beneficiaries under this scheme may be provided by the H-ETD for bidding process.

10. **Salient features of the scheme**

The scheme shall provide insurance coverage as per category of the beneficiary for loss of stock of goods and furniture & fixture caused by Fire or Burglary or both. The term **Fire** shall also include the following:

- i. **Lightning**
- ii. **Explosion/Implosion:** Excluding loss, destruction of or damage
 - a) To boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
 - b) Caused by centrifugal forces.
- iii. **Aircraft Damage:** Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped there from.
- iv. **Riot, Strike and Malicious Damage:** Loss of or visible physical damage or destruction by external violent means directly caused to the property insured in riot, strike and malicious damage but **excluding loss caused by:**
 - a) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
 - b) Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- v. **Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood, Inundation and Earthquakes:**

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from volcanic eruption.
- vi. **Impact Damage:** Loss of or visible physical damage or destruction caused to the insured property due to impact by any Rail/ Road vehicle. It will also include the following:-
 - a) The Insured or any occupier of the premises or
 - b) Their employees while acting in the course of their employment.
- vii. **Subsidence and Landslide including Rock slide:** Loss, destruction or damage directly caused by subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:
 - a) The normal cracking, settlement or bedding down of new structures
 - b) The settlement or movement of made up ground

- c) Coastal or river erosion
 - d) Defective design or workmanship or use of defective materials
 - e) Demolition, construction, structural alterations or repair of any property or ground works or excavations.
- viii. **Bursting and/or overflowing of Water Tanks, Apparatus and Pipes**
- ix. **Missile testing operations**
- x. **Leakage from Automatic Sprinkler Installations:** Excluding loss, destruction or damage caused by
- a) Repairs or alterations to the buildings or premises
 - b) Repairs, Removal or Extension of the Sprinkler Installation
 - c) Defects in construction known to the Insured.
- xi. **Bush Fire:** Excluding loss, destruction or damage caused by Forest Fire.

Burglary:

The term burglary shall include:

- a. Any loss or damage to the property or any part thereof whilst – contained in the premises of the insured due to burglary or housebreaking (theft following upon an actual forcible and violent entry of and/or exit from the premises) and hold up.
 - b. Damage caused to the premises to be made good by insured resulting from burglary and/or housebreaking or any attempt there at any time during the time period of insurance.
11. The benefit of insurance claim will be available to a beneficiary, even if he does not fulfill the condition of eligibility as per clause 3.1.1 on a later date, subject to conditions in Point No.12 stated below.
12. During the currency of the scheme if any beneficiary is found to be nonexistent or fake or found to be indulging in fraudulent activities, such beneficiary shall not be entitled to receive settlement claim under these schemes. The settlement claim received from the insurance company shall be deposited in the CM Relief Fund.

13. Claim Management:

In case of Mukhyamantri Vyapari Kshatipurti Beema Yojana (MVKBY), the claim of loss shall be intimated to the company **preferably within 15 days** from the date of occurrence by the beneficiary or the nominee, as the case may be. The claim under this scheme shall be lodged within two months from the date of occurrence. The

delay in filing claim due to unavoidable reasons may be condoned by the HTWB. Decision of the HTWB will be final in this respect.

- (i) The claim shall be lodged in the office of the insurance company or at such office as may be decided by the HTWB. In case where claim is lodged in the office of the insurance company, an intimation to this effect will be provided by the company to the HTWB within 15 days.
- (ii) The claim shall be processed by the insurance company. The HTWB may also assist the insurance company in settlement of claims.
- (iii) The insurance company shall settle the claim within a period of one month from the date of lodging of claims.
- (iv) The insurance company may seek assistance from the DETC (ST) of the concerned district for processing the claims.
- (v) The following documents shall be submitted for lodging claims:
 - a) Intimation letter (to be drafted by the insurance company and approved by the HTWB)
 - b) Claim Form (to be drafted by the insurance company and approved by the HTWB)
 - c) Copy of FIR (if applicable)
 - d) Copy of Fire Brigade Report (if applicable)
 - e) Name(s) of the claimant/representatives, Identity document(ID) and bank details

4. SUBMISSION OF BIDS

4.1 Introduction

The Excise and Taxation Department, Haryana hereby invites sealed financial bids from eligible Insurance Companies from Public Sector Undertaking (PSU) for the implementation of MVSNDY & MVKBY. The eligible insurance company will have to bid for both the policies simultaneously; i.e. MVSNDY & MVKBY.

The bidder shall have to submit a self declaration in the format provided at Annexure-I alongwith Financial bid in the format provided at Annexure-II in a sealed envelope, super-scribed as "Submission of bid by [Company name]". The envelope containing the bid is to be submitted manually at the location and time specified in Key Events and Dates. No bid sent by e-mail, fax or post shall be accepted.

4.2 Timelines for submission of bids

Bidders shall be solely responsible for timely submission of bids as per the schedule and location mentioned in "Key Events and Dates". Proposals received after due date and time of submission will not be considered for submission.

In case of the date specified for submission of bids being declared as a holiday for the nodal agency, the due date for submission of bids will be the following working day at the appointed times.

Nodal agency reserves the right to postpone or cancel a schedule mentioned in "Key Events and Dates" at any time without assigning any reason.

The response to RFP / bid submitted by bidder(s) through post/courier/fax/email will not be considered. No further correspondence will be entertained in this matter.

4.3 Unconditional bid

Bidders shall not put any condition of any kind in the Financial Bid, failing which the bid shall be rejected as non-responsive.

4.4 No variable cost in financial bid

Bids with the variable costs / rates shall not be considered and shall be rejected as non-responsive at the discretion of the nodal agency.

4.5 Governing language

The contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

4.6 Cost of bidding

Bidder shall bear all the costs associated with preparation and submission of its bid, and state government will in no case be responsible or liable for these costs.

4.7 Modification and withdrawal of bids

No bid may be modified subsequent to the deadline for submission of bids.

No bid may be withdrawn in the interval between deadline for submission of bids and the expiration of bid validity as per the schedule mentioned in “Key Events and Dates”.

4.8 Due Diligence by the Bidder

The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the RFP at its own cost.

The Department shall not be liable to the Bidder for any consequences pursuant to the Bidder’s failure to undertake its own due diligence and reliance solely on the information provided in this RFP.

4.9 Documents comprising the RFP

The RFP and addendums (if any) together shall be considered as final and self-contained RFP not withstanding any previous correspondence or document issued by H-ETD. Before filling in any of the details asked for, the bidder should go through the entire RFP and get required clarifications from authorities during pre-bid meeting.

4.10 Interpretation of clauses in RFP / Contract

In case of any ambiguity in the interpretation of any of the clauses in RFP or the Contract Document, the H-ETDs interpretation of the clauses shall be final and binding on all parties.

The nodal agency or the proposer may issue clarifications to all the bidders as an addendum. Such an addendum shall form a part of the RFP / Contract document.

4.11 Pre-bid meeting / clarification on RFP or bidding documents

4.11.1 Clarifications and Queries

- i. If a Bidder requires any clarification on the RFP, it may notify the Department in writing, provided that all queries or clarification requests should be received on or before the due date and time mentioned in the Key Events and Dates.
- ii. The Department shall endeavour to respond to any request for clarification

or modification of the RFP that it receives, not later than the date specified in the Key Events and Dates.

- iii. The responses to such queries shall be informed to all on the official website of the Department.
- iv. It shall be the duty of the Bidders to regularly check the official website of the Department for the response to the queries or requests for clarifications.
- v. The Department reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring the Department to respond to any query or to provide any clarification.
- vi. The Department may of its own initiative, if deemed necessary, issue interpretations, clarifications and amendments to all the Bidders. All clarifications, interpretations and amendments issued by Department shall be issued on or before the date of submission of bids.
- vii. Verbal clarifications and information given by the Department, or any other person for or on its behalf shall not in any way or manner be binding on the Department.
- viii. Should the Department deem it necessary, it may amend the RFP as a result of one or more queries or request(s) for clarification or modification.

4.11.2 Issuance of Addendum/Addenda

- i. Before the date for submission of bids, the Department may, for any reason, whether at its own initiative or in response to a query raised or clarification requested by Bidder(s) at the Pre-Bid Meeting, amend the RFP by issuing an Addendum.
- ii. The Bidders are required to read the RFP with any Addenda that may be issued in accordance with this clause.
- iii. Each Addendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum.
- iv. Any oral statement made by the Department or its advisors regarding the Bidding Process, the RFP or the Scheme or on any other matter related to the Scheme, shall not be considered as amending the RFP.

4.11.3 Issuance of Revised RFP

- i. The Department shall use its best efforts to issue the Addendum or the revised RFP reflecting all the amendments and changes agreed to by the Department, on the date specified in the Bid Schedule. The Addendum or

the revised RFP issued by the Department shall be definitive and binding.

- ii. The Department will assume that the information contained in or provisions of the revised RFP have been taken into account by the Bidder in its Bid.
- iii. The Department assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the revised RFP or amendments issued or for any consequent losses suffered by the Bidder.

4.11.4 Extension of the Last Date of Bid Submission

In order to afford the Bidders reasonable time in which to take the Addenda and taking the revised RFP into account in preparing the Bid or to compensate for the time taken by the Department in addressing any technical issues or errors in accessing its website, the Department may, at its sole discretion, extend the Last Date of Bid Submission by issuing a written notice to interested Bidders published on the official website.

4.12 Financial bid

The Bidders are, as a part of their Financial Bid, required to quote the Premium:

- i. for providing Benefit Risk Cover Benefit separately for both the schemes
- ii. Premium quoted shall be inclusive of all costs including expenses, charges, taxes, cess, overheads, profits but excluding Goods & Service tax (if any) in the format specified at Annexure II; and
- iii. All Premium quoted shall be only in Indian Rupees and up to two decimal places.

4.13 Period of validity of bids

Bids shall be valid for a period of 180 days from the date of opening of financial bid. A bid having validity for a period less than 180 days shall be rejected by the nodal agency as non-responsive.

In exceptional circumstances, nodal agency may solicit the Bidder's consent to an extension of period of validity of bids. The request and the responses thereto shall be made in writing. A Bidder may refuse the request in that case its bid will not be opened.

A Bidder granting the request will not be permitted to modify its bid.

4.14 Signing of bids

The bid and all supporting documents submitted should have signature and seal of authorized signatory of the bidder.

4.15 Bidders' obligations

- i. The RFP, and all other documents and information that are provided by the Department are and shall remain the property of the Department and are provided to the Bidders solely for the purpose of preparation and the submission of their Bids in accordance with the RFP. The Bidders are to treat all information as strictly confidential and are not to use such information for any purpose other than for preparation and submission of their Bids.
- ii. The Department shall not be required to return any Bid or part thereof or any information provided along with the Bid to the Bidders, other than in accordance with provisions set out in this RFP.
- iii. The Bidder shall not divulge any information relating to examination, clarification, evaluation and selection of the Successful Bidder to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Department or such Bidder on or matters arising out of or concerning the Bidding Process.
- iv. Except as stated in these RFP, the Department will treat all information, submitted as part of a Bid, in confidence and will require all those who have access to such material to treat it in confidence. The Department may not divulge any such information unless as contemplated under these Tender Documents or it is directed to do so by any statutory authority that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory authority and/or the Department or as may be required by law (including under the Right to Information Act, 2005) or in connection with any legal process.

5. OPENING/EVALUATION OF BIDS

5.1 Opening of bids

All financial bids will be opened in the presence of bidder's representatives and officials from the nodal agency, as per the schedule and location mentioned in "Key Events and Dates".

In case of any change in the schedule, the bidders shall be communicated in advance.

The bidder's representative willing to attend opening of bids shall bring authorization letter duly signed by Authorized Signatory and counter signed by the representative who are willing to attend the opening of bids. The bidder's representative shall sign attendance register during opening of bids.

The bidder's name, bid prices and presence or absence of any such other details, as the nodal agency at its discretion may consider appropriate, will be announced at the time of opening of bids.

The bids submitted after due date and time shall not be considered for opening & further evaluation, irrespective of the circumstances.

In case of the date specified for opening of bids being declared as a holiday for the nodal agency, the due date for opening of bids will be the following working day at the appointed times.

5.2 Clarification of bids

During evaluation of bids, the nodal agency may, at its discretion, ask the bidder for a clarification of its bid. The nodal agency may also ask for rate analysis of any or all items and if rates are found to be unreasonably low or high, the bid shall be treated as non-responsive and hence liable to be rejected. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

5.3 Evaluation of bids

5.3.1 Methodology for financial evaluations

- i. The nodal agency will form an evaluation committee, which will evaluate the financial proposals submitted by bidders. During evaluation of proposals, the nodal agency may at its discretion, ask the bidders for clarification of their bid /proposals.
- ii. Any financial bid which has not quoted both the schemes shall be rejected.

- iii. The financial score of the financial bids of the bidders shall be made on the basis of their financial quotes for both the insurance schemes. The financial score of a bidder shall be computed by adding the Component A and Component B. The component A shall be calculated by multiplying the financial bid for insurance scheme MVSNDY with a weighted factor. Similarly, component B shall be calculated by multiplying the financial bid for the Insurance scheme MVDBY with a weighted factor.
- iv. The weightage factor for each insurance scheme shall be the ratio of the number of beneficiaries in each scheme.
- v. The bidder having the lowest financial score shall be treated as successful bidder.

5.4 Rejection of Bids

The Department has the right to reject any Bid if it is found that during the evaluation or at any time before signing the Insurance Contract or after its execution and during the period of its subsistence, the Bidder, in the opinion of the Department, has made a material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet selected as the Successful Bidder by issuance of the Notice of Award (NOA). If the Bidder has already been issued the NOA or it has entered into the Insurance Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Department/HTWB to the Bidder, without the Department/HTWB being liable in any manner whatsoever to the Bidder.

5.4.1 Other Grounds Declaring a Bid Ineligible

- i. If the bidder has:
 - a. been black-listed or been declared as ineligible to bid by Government of India or Government of Haryana, and such black-listing or bar subsists as on the last date of bid submission; or
 - b. failed to comply with the Insurance Laws and such non-compliance continues as on the last date of bid submission; or
 - c. any contract for the implementation of a government sponsored insurance scheme has been terminated by at least two Governments or Government instrumentalities for breach by such Bidder, in the three (3) years immediately prior to the last date of bid submission, then such an Insurance Company shall not be eligible to submit a Bid.
- ii. A Bid submitted by any such Insurance Company shall be rejected by the Department at any stage when the Department acquires any such knowledge and undertakes its due diligence.

5.4.2 Contacting H-ETD(Nodal Agency)

- i. Subject to Clause 5.2, no bidder shall contact or approach the nodal agency on any matter relating to its bid during the period from opening of the technical bids to the award of contract.
- ii. If bidder wishes to bring additional information to the notice of the nodal agency, same should be done in writing.
- iii. The nodal agency reserves its right as to whether such additional information should be considered or otherwise.
- iv. Any effort by a bidder to influence the nodal agency or the proposer or its nominated Consultant, in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the bidder's bid.

5.4.3 Corrupt or fraudulent practices

- i. The Bidder and its respective officers, employees, agents and advisors shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything contrary contained herein, the Department may reject an application without being liable in any manner whatsoever to the bidders if it determines that the bidder has, directly, or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process
- ii. Without prejudice to the rights of the Department under clause (i) herein above, if a Bidder is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice and / or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or bid process conducted by the State Government or any of the other ministries, departments, State/ UT owned enterprises or undertakings of the State Government or the Department for a period of three years from the date that such an event occurs.
- iii. For the purpose of this Clause 5.4.3, the following terms will have the meanings given to them below:
 - a. **“corrupt practice”** means:
 - offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the actions of any person connected with the Bidding Process. For the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the State Government or the Department who is or has been associated in any manner, directly or indirectly, with the Bidding Process or has dealt with matters concerning the two Insurance

schemes or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the State Government or the Department, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process; or

- engaging in any manner whatsoever, whether during the Bidding Process or before or after the execution of the Insurance Contract, as the case may be, any person in respect of any matter relating to the two insurance schemes, the Bidding Process or the Insurance Contract, who at any time has been or is a legal, financial or technical advisor of the State Government or the Department on any matter concerning the Scheme.
- b. **“fraudulent practice”** means any act or omission, including a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial or any other benefit or to avoid an obligation or to influence the bidding process.
- c. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person to influence improperly the actions of a person.
- d. **“undesirable practice”** means:
 - establishing contact with any person connected with or employed or engaged by the Department or its advisors with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or
 - having a Conflict of Interest (as defined in **Clause 5.4.4** below).
- e. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement amongst Bidders with the objective of restricting or manipulating full and fair competition in the Bidding Process.

5.4.4 Conflict of Interest

- i. A Bidder shall not have any conflict of interest (a **Conflict of Interest**) that affects the Bidding Process.
- ii. A Bidder that is found to have a Conflict of Interest shall be disqualified and the bid submitted shall become null and void.
- iii. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- a. such Bidder or an Affiliate of such Bidder controls, is controlled by or is under common control with any other Bidder or any Affiliate thereof; provided that this disqualification shall not apply if:
 - the person exercising Control is the Government of India, a State/ UT government, other government company or entity controlled by a government, a bank, pension fund or a financial institution; or
 - any direct or indirect ownership interest in such other Bidder or Affiliate thereof is less than 26 percent.
- b. such Bidder or its Affiliate receives or provides any direct or indirect subsidy, grant, concessional loan, subordinated debt or other funded or non-funded financial assistance from or to any other Bidder or such other Bidder's Affiliate; or
- c. such Bidder has the same legal representative for purposes of this Bidding Process as any other Bidder; or
- iv. Such Bidder or its Affiliate has a relationship with another Bidder or such other Bidder's Affiliate, directly or through common third party or parties, that puts either or both of them in a position to have access to the others' information about, or to influence the Bid of either or each other

6. AWARD OF CONTRACT

6.1 Award criteria

The contract shall be awarded by the Haryana Traders Welfare Board with the prior sanction of the State Government.

6.2 Right to accept or reject bid

The nodal agency reserve the right to accept or reject any bid, or to cancel the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the nodal agency's action.

6.3 Notice of Award

- a. Prior to the expiration of period of bid validity, H-ETD (Nodal agency) will notify the successful bidder in writing that the bid has been accepted & issue a Notice of Award. The Notice of Award will constitute the formation of Contract.
- b. If the successful bidder who has been issued Notice of Award fails to comply with either or all the conditions set out in the RFP, the Department may grant such bidder an extension of time for the completion of such conditions. However, even after the extension of time, if the successful bidder fails to comply with such conditions, the second lowest bidder shall be treated as the successful bidder if it agrees to the financial bid quoted by the first successful bidder who has been disqualified.

6.4 Signing of contract

As the nodal agency notifies the successful bidder that its bid has been accepted & awarded, the proposer (HTWB) through its Secretary will place a work order & send the bidder a draft contract.

Within 15 days of receipt of contract, the successful bidder shall sign the contract and return it to the proposer (HTWB). The contract will be signed by the HTWB through its Secretary. The successful bidder with whom the contract has been executed, thereafter will assume the capacity of selected bidder. The contract will be effective from the date of signing of agreement.

6.5 Delay in performance by the Selected Bidder

The selected bidder will have to settle the claims within the period specified in the RFP, failing to which the bidder may be liable for penalty, however, the proposer

shall evaluate the situation and may, at its discretion, extend the selected bidder time for settlement of claim with or without a penalty, in which case the extension shall be ratified by the parties. Any such extension of time limit, even if it is due to unforeseen circumstances beyond control of both the selected bidder and the proposer, shall be at no extra cost to the proposer.

6.6 Binding clause

All decisions taken by the nodal agency regarding the processing of this RFP and award of contract shall be final and binding on all parties concerned.

6.7 Use of contract documents and information

6.7.1 The selected bidder shall not, without the prior written consent of the proposer, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the in connection therewith, to any person other than a person employed by selected bidder in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as so far as may be necessary for purposes of such performance.

6.7.2 The selected bidder shall not, without the prior written consent of the proposer, make use of any document or information enumerated in Clause 6.7.1 except for purposes of performing the contract.

6.7.3 Any document, other than the Contract itself, enumerated in Clause 6.7.1, shall remain the property of the proposer.

6.8 Contract amendments

No variation in or modification of the terms of the Contract shall be made except by mutual consent and written amendment signed by both parties.

6.9 Termination for default

The proposer may, without prejudice to any other remedy for breach of contract, by two months advance written notice of default sent to the selected bidder, terminate the Contract in whole or part:

- i. If selected bidder fails to perform any other obligation(s) under the Contract;
or
- ii. If selected bidder, in the judgment of the proposer has engaged in corrupt or fraudulent practices in executing the Contract.
- iii. Breach of Good Faith: Basic insurance principle, assures and her/his broker must disclose and truly represent all material facts to the HTWB before

accepting the risk; breach of good faith entitles the HTWB to avoid the contract.

6.10 Termination for insolvency

The proposer may at any time terminate the contract by giving written notice to selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the proposer. The bidder will be blacklisted for future to participate in any schemes of the Government of Haryana.

6.11 Penalty clause

In case, the bidder fails to execute the contract or fails to provide services or the contract is terminated for any reason by the HTWB, the selected insurance company shall be blacklisted for future to participate in any schemes of the Government of Haryana.

6.12 Resolution of disputes

In case of any dispute arising due to interpretation of terms of the contract, the HTWB will make endeavour to short out the difference the interpretation amicably however, in case the dispute is not resolved, it shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.

Annexure-I

Self-declaration

From

[insert name of Bidder]

[insert address of Bidder]

Date: [insert date], 2019

To

Name & Address

Dear Madam / Sir,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for providing insurance coverage under Mukhyamantri Vyapari Samuhik Niji Durghatna Beema Yojana (MVSNDDBY) and Mukhyamantri Vyapari Kshatipurti Beema Yojana (MVKBY) in the State of Haryana.

This is to certify that the bidding insurance company i.e. (Name of the company) is a public sector undertaking insurance company and is registered with IRDA as on the date of bid holding the registration number _____.

This is to further certify that the bidding insurance company has not been Blacklisted/De-listed/Barred by the Central Government, any State Government, a statutory authority or a public sector undertaking in past 3 years including the current financial year.

We agree to abide by this bid for a period of 180 days after the date fixed for opening of Financial Bid and shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

We understand that in competing for (and if the award is made to us, in executing the above contract), we will strictly observe the laws against fraud and corruption in force in Haryana namely Prevention of Corruption Act 1988.

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

We have not imposed any condition in conflict with the RFP / tender condition if it is found it should be treated as withdrawn.

Dated this _____ day of _____ 2018

Signature: _____

(In the Capacity of): _____

Annexure II

Format of Financial Bid

[On letterhead of the Bidder]

From

[insert name of Bidder]

[insert address of Bidder]

Date: [insert date], 2019

To

Dear Sir,

Sub: Financial Bid for Implementation of the Mukhyamantri Vyapari Samuhik Niji Durghatna Beema Yojana and Mukhyamantri Vyapari Kshatipurti Beema Yojana Policy in the State of Haryana.

With reference to your RFP dated (**Insert Date**) we, [insert name of Bidder], wish to submit our Financial Bid for the award of the Contract(s) for the implementation of the Mukhyamantri Vyapari Samuhik Niji Durghatna Beema Yojana and Mukhyamantri Vyapari Kshatipurti Beema Yojana Policy in the State. Our details have been set out in our Bid.

1. We hereby submit our Financial Bid, which is unconditional and unqualified. We have examined the RFPs, including all the Annexures.
2. We acknowledge that the State Nodal Agency / Committee for selection of insurance company will be relying on the information provided in the Bid for evaluation and comparison of Financial Bids received from the Eligible Bidders and for the selection of the Successful Bidder for the award of the Contract for the implementation of the Mukhyamantri Vyapari Samuhik Niji Durghatna Beema Yojana and Mukhyamantri Vyapari Kshatipurti Beema Yojana Policy in the State. We certify that all information provided in the Bid is true and correct. Nothing has been omitted which renders such information misleading and all documents accompanying our Financial Bid are true copies of their respective originals.

3. We shall make available to the State Nodal Agency any clarification it may find necessary or require to supplement or authenticate the Financial Bid.

4. We acknowledge the right of the State Nodal Agency/ Proposer to reject our Financial Bid or not to select us as the Successful Bidder, without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5. We acknowledge and confirm that all the undertakings and declarations made by us in our Bid are true, correct and accurate as on the date of opening of our Bid and shall continue to be true, correct and accurate for the entire validity period of our Bid. Mukhyamantri Vyapari Samuhik Niji Durghatna Beema Yojana and Mukhyamantri Vyapari Kshatipurti Beema Yojana Policy.

6. We acknowledge and declare that the State Nodal Agency / Proposer is not obliged to return the Bid or any part thereof or any information provided along with the Financial Bid, other than in accordance with the provisions set out in the RFPs.

7. We undertake that if there is any change in facts or circumstances during the Bidding Process which may render us liable for disqualification in accordance with the terms of the RFPs, we shall inform the State Nodal Agency / Committee of the same immediately.

8. We are quoting the following Annual Premium per person:-

A. Mukhyamantri Vyapari Samuhik Niji Durghatna Beema Yojana

INR 5,00,000/- **Group Personal Accidental and Disability Cover per policy period per person** enrolled under Mukhyamantri Vyapari Samuhik Niji Durghatna Beema Yojana Policy. We submit the following bid:-

Annual Premium

per person per lakh - (component A) : (in INR)(Excluding GST)

B. Mukhyamantri Vyapari Kshatipurti Beema Yojana

The risk of loss of stock by way of Fire or Burglary or both as spelt out according to the categories in the RFP In witness thereof, we submit this Financial Bid under and in accordance with the terms of the RFPs.

We submit the following bid:-

Annual Premium

per person per lakh sum insured (component B): (in INR)(Excluding GST)

Dated this [insert] day of [insert month],

[Signature]

In the capacity of [position] duly authorized to sign this Bid for and on behalf of [name of Bidder].

Note: Taxes are extra as applicable.

Signature:

Name:

Date:

Seal:

Place: