

Government of Jammu and Kashmir Office of the Chairman State Level Purchase Committee Sheep Husbandry Department J&K Kashmir Directorate of Sheep Husbandry Department Kashmir Lal-Mandi, Srinagar 190008

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e-NIT No: DSHK/acctts/2023-24/1201-12 Dated: 13.05.2023

Subject: E-Procurement Notice for Insurance of livestock under NLM.

For & on behalf of Lt. Governor of Jammu and Kashmir e-tenders are invited from firms/companies having fairly wide network of branches in the UT of J&K, dealing in Insurance cover to Sheep/Goats in two bid system (Technical 1 & Financial 2) through Chairman State Level Purchase Committee for fixing the rates for Risk Management & Insurance of around 1,50,000 Sheep/Goats.

The bidding documents consisting of qualifying information, eligibility, criteria, specifications, bill of quantities (B.O.Q), set of terms and conditions of supply/contract and other details can be seen/downloaded from the e-procurement website www.iktenders.gov.in as per schedule of dates given below.

1	Date of Issue of Tender Notice 13.05.2023		
2	Period of downloading of bidding documents 13.05.2023		
3	Bid submission start date 14.05.2023		
4	Bid submission end date	02.06.2023(2.00pm)	
5	Date and time of opening of bids (online) 03.06.2023(11.00am)		

- 1. Instructions for bidders regarding e-tendering process: -
- i. Bidders are advised to download bids submission manual from the "Downloads option as well as from Bidders Manual kit" on the website www.jktenders.gov.in to acquaint themselves with bid submission process.
- **ii.** To participate in bidding process bidder has to get a Digital Signature Certificate (DSC), as per Information Technology ACT-2000. Bidders can get Digital Certificate from an approved vendor.
- **iii.** The bidder has to submit their bids online in electronic format with the Digital Signature. No bidding will be accepted in physical form.
- iv. Bids will be opened online as per the schedule mentioned at Para-1.
- v. Bidders must ensure to upload scanned copy of all necessary documents with the technical bid.
- 2. The department will not be responsible for delay in online submission due to any reason.

(Note: Scan all the documents on 100dpi with Black and White option.)

Sd/-Chairman State Level Purchase Committee Sheep Husbandry Department Jammu & Kashmir No: DSHK/Acctts/2023-24/1201-12 Date:-13.05.2023

Copy to:

- 1. Financial commissioner(Addl.Chief Secretary) Agriculture production department for information.
- 2. Director Sheep Husbandry Department, Jammu for information.
- 3. Joint Director Extension Sheep Husbandry Department Kashmir for information.
- 4. Joint Director Extension Sheep Husbandry Department Jammu for information.
- 5. Joint Director Farms Sheep Husbandry Department Kashmir for information.
- **6.** Joint Director Farms Sheep Husbandry Department Jammu for information.
- 7. Accounts Officer Sheep Husbandry Department Jammu for information.
- 8. In charge website, Sheep Husbandry Department Kashmir, for uploading NIT on website
- **9.** Incharge publicity with the request to forward the NIT to Joint Director Information for publishing the NIT in at least two leading local/national print & electronic media.

Sd/-

Deputy Director central Sheep Husbandry Department Kashmir

TERMS AND CONDITIONS:_

- The tenders shall be submitted in two parts, one as Technical bid & another as Financial bid. Only those bids qualifying technically with reference to the terms & conditions notified in the tender document will be considered for financial evaluation.
- 2. Both the Technical and Financial bids have to be made online, only, on the website: https://www.jktenders.gov.in for which the interested bidders should read the instructions for e-tendering process available on the said website.
- 3. The insurance policy should provide indemnity against deaths due to all the disease, natural disasters /calamities, accidents, wild animal attacks, deaths during Transit except Transit in vehicle.

The diseases namely Enterotoxaemia, sheep pox, PPR and FMD shall be covered by the policy if the animal is successfully vaccinated against these diseases.

Since sheep and goat are to migrate from lower to higher altitudes as per the weather conditions prevalent in the area as such the claims arising outside the geographical area are to be included without any extra premium.

- 4. The cost of tags to be used for identification of animal is to be borne by insurance company. The tag already available on animal may be utilized subject to the condition that it is mutually agreed by farmer and agency and there shall not be any dispute in settlement of claims on account of utilization of existing tag. For tagging the insured animal, the traditional method of ear tagging or the recent technology of fixing microchips could be used at the time of taking the policy, the cost of which will be borne by the insurance company & the responsibility of its maintenance will lie on the concerned beneficiary.
- The policy cover should take effect for accidental claims immediately and for Non accident Claims after a cooling period of 21 days once the basic formalities like identification of animal, its examination by veterinary practitioner, assessment of its value and its tagging along with payment of share of the premium to the insurance company or its representative by the owner are completed.
- 6. The insurance company should ensure sufficient agents at the block level, so as to provide services at all Govt. veterinary Institutes and to the concerned involved in the insurance coverage for the purpose of identification of animals, collection of premium, timely issuance of policies, ear tagging/re-tagging, prompt claim settlement procedure. For this purpose no Govt. employee will be entrusted for collection of premium from farmers which will come under penalty.
- 7. All other issues that may come up during the course of completion of contract shall be decided by the State Level Purchase Committee Sheep Husbandry Department and orders shall be final and binding upon the purchase officer and the approved tenderer.
- 8. A copy of tender document duly signed on each page by the tenderer must be uploaded agreeing on all terms and conditions of the tender.
- A) TECHNICAL BID: shall be made online only. It should contain the following documents:-
 - Copy of valid registration certificate issued by IRDA.
 - In case the tenderer is submitting tender as an intermediary/Authorised broker Agency of any IRDA registered insurance company, then it must have valid authority letter issued by concerned insurance company. In such case the registration certificate (issued by IRDA) of the principal company shall also be uploaded.
 - Income Tax Return for the financial year 2021-22 along with PAN card of the company.
 - GST registration.
 - self-attested document stating that the company has sufficient network of branches to cover all districts in UT of J&K.
 - Affidavit duly attested by 1st Class Magistrate/Notary declaring that::-
 - a) The documents enclosed with the tender are original and genuine and have not been tempered or fabricated.
 - b) There is no Vigilance/CBI case pending against the Company

c) All the terms & conditions of NIT are acceptable to us

Note:

- 1) Tenders submitted without any of the above documents shall be rejected.
- 2) The Chairman, State Level Purchase Committee can call for any Original Documents from the tenderer at any point of time.

B) FINANCIAL BID:-

- 1. The tenderer should quote rate per animal. Under no circumstances rate of premium should exceed 5.5% for annual policies ,9% for 2-year policies and 11.5% for 3-year policies as defined in revised guidelines of NLM.
- 2. The rate should be inclusive of all taxes and charges and other incidental charges whatsoever inclusive of GST as well.
- 3. The participating companies shall have to abide by standard terms and conditions as laid down in GFR, Manual for procurement of consultancy and other services.
- 4. Remittance charges (Bank Commission) on payment made to the firms will be borne by the companies.
- 5. The rates quoted by the tenderer are applicable to all districts of UT and the bidder has to necessarily cover all the districts. In case any bidder/selected insurance company fails in covering any or any part of the districts ,the contract shall be liable for cancellation besides bidder/insurance company shall be penalized as per the scope of the contract.
- 6. Disclosure of any rates/discounts/special offers shall be understood as malpractice, as such bid cancelled.

C) PENALTY:

- a) The successful tenderer shall be responsible for execution of the services strictly in accordance with the contract in full within the stated time. The SLPC also reserves the right to take legal action for breach of contract (partial or full).
- b) As soon as the Contract is entered into with the successful bidder, the contract shall be binding on him.
- c) If at any stage of the tendering/ execution of contract, is found that any document furnished by the tenderer/ approved firm is fake/tempered the SLPC reserves the right to take action against the said firm which could include debarring of firms, initiation of criminal proceedings within the State.
- d) In the event of successful tenderer failing, declining, delaying or neglecting the provision of insurance cover/claim to the beneficiaries as per the order or in the event of any damage occurring or being caused by the successful tenderer or in the event of any default by the successful tenderer in compliance with any terms and conditions of the contract or the default or failure in completion with any terms and conditions of the contract ,the respective Directors will be at liberty to resort to any other remedies in force in the UT of JK, besides terminate the contract after notice/recover the amount of loss caused by damaged, failure or default including the consequential damage or a default or failure as maybe determined by respective Directors of Jammu & Kashmir.

D)GeneralConditions

- 1. In case of Sheep/Goat the benefit of subsidy is to be restricted based on 'Cattle unit' and one unit are equal to 10 animals i.e. sheep/goat, the benefit of subsidy to Sheep/Goat is to be restricted to 50 animals per beneficiary per household. If a beneficiary has less than 50 animals/10 animals cattle unit can also avail the benefit of subsidy.
- 2. The value of animal (Goat/sheep) is to be assessed by negotiation jointly by owner of animal and by insurance company in presence of veterinarian Doctor. In case of dispute the price fixation would be settled by the Gram panchayat/BDO. The tentative sum insured for one animal is Rs 8000/- approximately.
- 3. The number of animals to be insured may increase or decrease depending upon the availability of funds in the scheme.

TENTATIVE NUMBER OF ANIMALS TO BE INSURED DISTRICTWISE TENTATIVE.

S.no	Name of District	No. of Sheep/Goats to be Insured	
1.	Anantnag	13000/-	
2.	Baramulla	15000/-	
3.	Bandipora	11500/-	
4.	Budgam	11000/-	
5.	Ganderbal	8000/-	
6.	Pulwama	8000/-	
7.	Kulgam	8000/-	
8.	Kupwara	13000/-	
9.	Shopian	7500/-	
10.	Srinagar	5000/-	
11.	Jammu	5000/-	
12.	Samba	5000/-	
13.	Rajouri	5000/-	
14.	Poonch	5000/-	
15.	Kishtwar	5000/-	
16.	Ramban	5000/-	
17.	Reasi	5000/-	
18.	Doda	5000/-	
19.	Udhampur	5000/-	
20.	Kathua	5000/-	

- **4.** While processing an insurance proposal, one photograph of the animal with the owner and one photograph of the animal clearly displaying the EAR TAG shall be taken. The cost of the photos and Ear tag will be borne by the company.
- 5. The agency shall submit a Time and Progress chart for each month and get it approved by the Department. The chart shall be prepared in direct relation to the time stated in tender documents for insurance of animals. It shall indicate the forecast of the dates of commencement and completion of various quantity of the work and may be amended as necessary by agreement between the respective Directors and the agency within the limitations of time imposed in the Contract documents and further to ensure good progress during the execution of work.
- 6. If the company/agency fails to maintain the required progress or to complete the work on or before the contract or extended date of completion ,it shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below and the decision of respective Directors will be final and binding on the agency (i) Compensation @1.5% per month of delay for delay of work to be computed on per day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered value of work or of the Tendered value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the agency.

7. Terms of payment:

- i) Secured advance of an amount not exceeding the subsidy amount for three months target may be released by the DSHO's/Designated officers upon signing of agreement with the company provided adequate assurance in the form of mobilization of personnel etc. is committed by the company. The secured advance shall be refunded back to the Department within 15 days of the demand issued by the Department, if the company fails to cover the tentative target.
- ii) The payment will be made on monthly basis upon submission of policy and bill by the company and its validation by DSHO's/Designated officers. The final payments shall later be adjusted from the secured advance available with the Insurance company as per the value of the Insurance covered.
- iii) The payment will be made if the minimum values of work done (Insurance covered) exceed Rs 100000 (Rupees one lakh) at a time and the copy of policy made is submitted to implementing officers/DSHO's/Designated Officers.
- 8. Variation in quantity of work done(Insurance done): Individual variation upto 10% and overall variation upto 15% in monetary terms may be approved by DSHO's/Designated officers and variation beyond that require the approval of Administrative Department.
- **9.** Extension in Time for completion of work: Extension in completion of work with or without liquidity damages upto 1/3rd of originally stipulated period may be approved by respective Directors and variation beyond that require the approval of Administrative Department.
- **10.** The SLPC reserves the right to ask for the any document for purpose of verification during the course of approval.
- **11.** The successful company shall have to execute an agreement within 10 days of the issuance of rate contract with the DSHO's/Designated officers on non-judicial stamp paper of Rs 20/- duly attested by the lst Class Magistrate without which no payment shall be released.
- **12.** Any other condition that is not indicated here can be incorporated in the contract or agreement before execution of a contract if needed.

- **13.** All terms and conditions of NIT shall also form the integral part of the Contract document.
- 14. Insurance under the scheme is to be restricted to the maximum of 50 animals per beneficiary per household. In case the beneficiary intends to insure more than 50 animals he shall pay full premium for the additional animals & not claim subsidy on the additional animals. For this purpose, household will be defined on the same as adopted under Mahatama Gandhi National Rural Employment Guarantee Act 2005.
- **15.** If a beneficiary has less than 50 animals he can also avail the benefits of the subsidy.
- **16.** Livestock insurance cover has to be provided on either One year plan basis, two year plan basis or on Three Year plan basis. The rate of premium should not exceed the limits set by Govt. Of India as mentioned in point B(1) above for annual, two year& three year policies.
- 17. In case of death of an animal the matter should be reported to the District Sheep Husbandry Officer (Nodal Officer of the district) of the concerned district & designated Insurance Officer of the company. The post mortem will be conducted only after their consent through a Vety. Asst. Surgeon or an Officer of higher rank of the concerned area only. In case non communication is received within 48 hours of reporting the post mortem should be got conducted through a Vety. Asstt. Surgeon or an Officer of higher rank of the concerned area only.
- 18. As defined in the GOI guidelines only four documents would be required by insurance company for settling the claims viz Intimation with insurance company, Insurance policy paper, Claim form & post mortem report. In case of the claim becoming due the payment of the insured amount should be made within 15 days after submission of aforementioned requisite documents. In case the insurance company fails to settle the claim within 15 days of the submission the documents, the insurance company will be liable to pay a penalty of 12 % compound interest per annum to the beneficiary. The beneficiary should get full payment of the sum insured in case of death of animals. In case, there are delays in settling a claim or the claim is rejected, it must be fully justified by the concerned insurance company to the claimant under intimation to District Sheep Husbandry Officer.
- 19. In case of sale of animals or otherwise, transfer of animal from one owner to another before expiry of insurance policy, the authority of beneficiary for the remaining period of policy will have to be transferred to the new owner. The fee required for transfer of such policy should never exceed Rs 50 in any case(the fee shall be paid by the buyer/new owner)
- 20. Default in settlement of claim or any types of deficiency in services on part of insurance companies shall immediately be brought to the notice of the Insurance Regulatory & Development Authority (IRDA).
- 21. The service tax has been waived of by the Govt. vide letter no F.no.26/106(2)/policy/2015:li:NLM by GOI,Ministry of Agriculture & farmer welfare,Dept. of Animal Husbandry,Dairying & Fisheries Dt-26.12.2016,However if the service tax becomes applicable at any point of time during the policy cover it shall be paid by the tenderer/beneficiary/UT Govt as per prevalent rules.
- **22.** All documents/forms for insuring as well as settling the claims should be made available by the insurance agency in local language or in English language.
- **23.** In case the farmers copy of the Insurance Policy paper is lost then the Insurance company would immediately issue duplicate Insurance Policy paper.
- **24.** There shall be no binding on the Department to accept rate on some fixed number of animals to be insured which should neither be mentioned nor will be entertained by SLPC. No conditional tender will be entertained by SLPC.
- **25.** The number of animals to be insured may increase or decrease depending upon the availability of funds in the scheme.
- **26.** If at any time question/dispute arises between the tenderer and the Directors or in relation with this contract, either of the parties may give in writing to other party the existence of such a question/dispute or difference. Jurisdiction for any dispute shall be courts of Srinagar/Jammu.

Chairman State Level Purchase Committee Sheep Husbandry Department, J&K Kashmir (Director Sheep Husbandry Department Kashmir)

Dated: 13.05.2023

No:-DSHK/Acctts/2023-24/1201-12

Copy to the:

- Financial commissioner(Addl.Chief Secretary) Agriculture production department for information.
- 2. Director Sheep Husbandry Department Kashmir.
- 3. Director Sheep Husbandry Department Jammu.
- 4. Director Industries & Commerce Department Kashmir.
- 5. Joint Director (Extension) Sheep Husbandry Department Kashmir.
- 6. Joint Director (Farms) Sheep Husbandry Department Kashmir.
- 7. District Sheep Husbandry Officer (Sr. Most)
- 8. Accounts Officer Directorate of Sheep Husbandry Department Kashmir/Jammu.
- 9. Incharge publicity with the request to forward the NIT to Joint Director Information for publishing the NIT in at least two leading local/national print & electronic media.

Sd/-Deputy Director central Sheep Husbandry Department Kashmir