

Aarogyasri Health Care Trust

SBD for Insurance

Volume II – The Bid

Department: Planning & Coordination



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PREFACE

All the standard bidding documents of the Trust consist of three volumes. Volume I 'The Work' contains a description of the back ground, the requirements of the particular bid. Volume II 'The Bid' consists of the Standard bid document indicating the process of bidding. This is divided into two parts one the Instructions to Bidders (ITB), and the second Bid Data Sheet (BDS). The ITB contains the standard provisions for any bidding process and cannot be changed without the approval of the CEO. The BDS consists of the data relating to that particular bid which needs to be filled by the respective department preparing the bid. Volume III 'The Contract' consists of the Standard Contract. This is divided into two parts, one the General Conditions of Contract (GCC) which cannot be changed without the approval of the CEO and the second Special Conditions of Contract (SCC) which needs to be modified as per the needs of the particular contract.

The current volume is 'The Bid' part of Insurance Bidding Documents. This gives the details of various heads under which insurance bidding process is conducted in the Trust based on the experience of the Trust in handling health insurance schemes since 2007.

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II.i. INSTRUCTIONS TO BIDDER (ITB)

A. GENERAL

Sheet 1/2 to 2/2

Nos.

Para 1

Number:

Para Scope of Bid

Heading:

Sub

Para

- .1 The Authority invites Bids for the Services described in these Bidding Documents, in accordance with the procedures, conditions and contract terms prescribed in the Bidding Document.
- .2 The title and identification number of the Notice Inviting Bids (NIB), resulting Contract(s), and brief description of service are provided in the **BDS**.
- .3 The schedule of bidding process is as specified in the **BDS**.
- .4 The successful bidder will be expected to complete its performance within the period stated in the **BDS**.
- .5 Bidder must be ready to accept the extension of the contract by a further period specified in the **BDS** on the same terms and conditions, if so desired by Authority.
- .6 The Official Website and the address of Authority's Office for the purpose of this Bidding Document shall be as specified in the **BDS**.
- 7 If the **BDS** so provides, alternative procedures forming part or all of what is commonly known as e-Tendering are available to the extent specified in, or

referred to by, the **BDS**.

- .8** The Bidding documents can be obtained from the official website of the Authority or at the Authority's Office, at the Cost specified in **BDS**. In case the bidding documents are downloaded from the official website, a bank demand draft for an amount equal to the bid price, drawn in favour of the Purchaser, shall be submitted along with the bid, attached to the bid form.
- .9** Throughout these bidding documents,
the definitions in the Conditions of Contract shall apply;
Services also refer to Activity Schedule;
Authority also refers to employer, buyer, Purchaser and owner; and
Contractor also refers to supplier, seller, Service Provider and vendor.
- .10** Throughout the Bidding Documents, the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt, and the term "days" means calendar days unless a different meaning is evident from the context.

Sheet 1/4 to 4/4

Nos.

Para 2

Number

Para **General Instructions**

Heading

(Liability, Prohibited Practices, Cost of Bid, Definitions, etc.)

Sub

Para

- .1 Any entity which has been barred by the Central Government, any State Government, a Statutory Authority or a public sector undertaking, as the case may be, from participating in any project and the ban subsists as on the date of Bid, would not be eligible to submit a Bid.
- .2 This Bidding Document is not transferable.
- .3 Any award of contract pursuant to this Bidding Document shall be subject to the terms of Bidding Document.
- .4 The statements and explanations contained in this Bidding Document are intended to provide a better understanding to the Bidders about the subject matter of the Bid for which this Bidding Document is issued and it should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the bidder set forth in the Bidding Document or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the assignment to be awarded pursuant to this Bidding Document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Document including this document 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 Authority.
- .5 **Liability:** The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or

concerning or relating to tender document, the Bidding Document or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

- .6 By submitting a proposal, the Bidder agrees to promptly contract with the Authority for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with the Authority within stipulated time will relieve the Authority of any obligation to the Bidder, and a different Bidder may be selected.
- .7 Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by the Authority.
- .8 The Bidders shall adhere to the terms of this Bidding Document and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non-compliance to the same. The Authority reserves its right to not accept such deviations to the Tender terms, in its sole and absolute discretion, and shall not be obliged to furnish any reason for exercising such right.
- .9 Responses received become the property of the Authority and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.
- .10 **Contacts during Bid Evaluation:** Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Document, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.
- .11 For the purposes of this bid the Authority,
 - (a) defines "Prohibited Practice" to comprise of any or all of the following terms collectively:
 - (i) "Corrupt practice" means (i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the

action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the **LOA** or has dealt with matters concerning the Agreement 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); Or **(ii)** Save and except as permitted under the Clauses relating to Bid security/Performance security of this Bidding Document as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the **LOA** or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the **LOA** or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(ii) “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(iii) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

(iv) “Undesirable practice” means establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process;

(v) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in prohibited practices in competing for the contract in question; and

(c) will black-list a firm or individual, including declaring ineligible, either indefinitely

or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in prohibited practices in bidding for, or in executing, a contract of the Authority.

.12 Cost of Bid: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

.13 Definitions and Acronyms:

“ITB” means Instructions to Bidders,

“BDS” means Bid Data Sheet,

“Paragraph” or “Para” refers to the paragraph number in the ITB or BDS,

“Sub-para” or “Sub-paragraph” refers to the sub paragraph of a para of ITB or BDS,

“Clause” or “Sub-Clause” refer to those in General Conditions of Contract(GCC) or Special Conditions of Contract(SCC),

Sheet 1/1

Nos

Para 3

Number:

Para Eligibility

Heading

Sub

Para

- .1** This invitation for bids is open to all contractors of the class and category specified in the **BDS**.
- .2** Proposals not complying with the 'Eligibility criteria' are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the minimum eligibility criteria specified in the **BDS**.
- .3** If a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, only those Bidders may participate that had been prequalified and continue to meet the eligibility criteria of this Paragraph **ITB**.
- .4** A firm or other entity that is ineligible according to any of the provisions of this bidding documents, may also not participate as a Joint Venture partner, or as Subcontractor for or supplier of goods, works or services. If a bid becomes materially incomplete after removing ineligible entities, the bid may be disqualified.
- .5** Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

Sheet 1/3 to 3/3

Nos

Para 4

Number:

Para **Qualifications**

Heading

Sub

Para

.1 By submission of documentary evidence in its bid, the Bidder must establish to the Purchaser's satisfaction:

- (a) That it has the financial, technical, and production or performance capability necessary to perform the Contract, meets the qualification criteria specified in the **BDS**, and has a successful performance history. If a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Bidder shall, as part of its bid, update any information submitted with its application for prequalification;

(For the purposes of establishing a Bidder's qualifications, and unless stated to the contrary in the **BDS**, the experience and / or resources of any Subcontractor will not contribute to the Bidder's qualifications; only those of a Joint Venture partner will be considered.)

- (b) that, if a Bidder proposes Subcontractors for key services if and as identified in the **BDS**, these Subcontractors have agreed in writing to serve for the Bidder under the Contract(s) that may result from this bidding.

Sheet 1/2 to 2/2

Nos

Para 5

Number:

Para **Pre-Bid meeting or Site visit**

Heading

Sub

Para

.1 Bidders are encouraged to submit their respective Bids after visiting the site locations and ascertaining for themselves the site conditions, infrastructure and other available resources. The costs of visiting the site or sites shall be borne by the Bidder.

.2 It shall be deemed that by submitting a Bid, the Bidder has:

(i)

made a complete and careful examination of the Bidding document;

(ii)

Received all relevant information requested from the Authority;

(iii)

Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Document or furnished by or on behalf of the Authority relating to any of the matters referred to in sub-para .5 on “General Instructions” paragraph ITB;

(iv)

Satisfied itself about all matters, things and information including matters referred to in sub-para .5 on “General Instructions” paragraph ITB, necessary and required for submitting an informed Bid, implementation of the Proposal in accordance with the Bidding Document and performance of all of its obligations there under;

(v)

Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Document or ignorance of any of the matters referred to in sub-para .5 on “General Instructions” paragraph

ITB, shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the bidder;

(vi)

Agreed to be bound by the undertakings provided by it under and in terms hereof.

(vii)

Bidders shall have the opportunity to clarify doubts pertaining to the Bidding Document in order to clarify any issues they may have prior to finalizing their responses in the pre-bid conference. Responses to inquiries and any other corrections and amendments will be made available on the Authority's website as addenda to this Bidding Document.

- .3 Correspondence with the Bidder:** Save and except as provided in this document, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid. The Authority may, in its absolute discretion, seek additional information or material from any Bidders after the bid due date and all such information and material provided must be taken to form part of that Bidders response.
- .4** The Authority shall be under no obligation to accept the lowest or any other offer received in response to this Bidding Document and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Authority reserves the right to make any changes in the terms and conditions of purchase. The Authority will not be obliged to meet and have discussions with any Bidder, and / or to respond to any representations.

B. THE BIDDING DOCUMENTS

Sheet **1/2 to 2/2**

Nos

Para **6**

Number:

Para **Contents of Bidding Documents**

Heading

Sub

Para

- .1** The Bidding Document comprise the documents listed in the table below, other documentation specified in the **BDS** and addenda issued in accordance with paragraph “Amendment of Bidding Document” **ITB**.
- .2** The bidder is expected to examine the Bidding Document, including all instructions, forms, contract terms and specifications. Failure to furnish all information required by the Bidding Document, or submission of a bid not substantially responsive to the documents in every respect, will be at the bidder’s risk and may result in the rejection of its bid.
- .3** The Invitation for Bids is not formally part of the Bidding Documents and is included for reference only. In case of inconsistencies, the actual Bidding Documents shall prevail.

Notice Inviting Bids

VOLUME I THE WORK (Terms of Reference-TOR)	Introduction and Disclaimers	
	A	Description of Services
	B	Deliverables
	C	Staffing Requirements
	D	Service Window and SLA
	E	Trust Responsibilities
VOLUME II THE BID	II.i Instructions to Bidders	
	II.ii Bid Data Sheet	
	II.iii Bid Form	
	II.iv Attachments to bid	Bid Security Form and Attachments (Bid form) attachments, Technical & Financial).
	II.v Letter of Acceptance	
VOLUME III THE CONTRACT	III.i Form of Contract	
	III.ii General conditions of contract	
	III.iii Special conditions of contract	
	III .iv Appendix	Various appendices

Sheet 1/1

Nos

Para 7

Number:

Para **Clarifications**

Heading

Sub

Para

- .1** The Authority on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders as per sub-para .2(vii) of “Pre-bid meeting or Site Visit” Para ITB. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Document. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

Sheet 1/1

Nos

Para 8

Number:

Para Amendment of Bidding Document

Heading

Sub

Para

- .1** At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Document details by the issuance of Addenda.
- .2** Any addendum issued hereunder will be in writing/ updated in the official website.
- .3** In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION OF BIDS

Sheet **1/1**

Nos

Para **9**

Number:

Para **Language of bids**

Heading

Sub

Para

- .1** The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the bidder and the Authority shall be written in English Language.

Sheet 1/3 to 3/3
Nos

Para 10
Number:

Para Documents Comprising the Bid
Heading

Sub
Para

- .1** The bid submitted by the Bidder shall comprise the following:
- (a) A Bid Form completed and signed by a person or persons duly authorized to bind the Bidder to the Contract with the following attachments:
 - (i) Attachment **B1-A bid security** furnished in accordance with “Bid Security” paragraph of ITB.
 - (ii) Attachment **B2- A power of attorney**, duly authorized by a Notary Public, indicating that the person(s) signing the bid have the authority to sign the bid and thus the bid is binding upon the bidder;
 - (iii) Attachment **B3- Cost of Bidding Documents** furnished in the form specified under sub-para .8 of “Scope of Bid” para ITB, either in the form of a receipt of Bid Price paid or in the form of a Demand Draft drawn in the favour of the Purchaser.
 - (b) The **Technical part** attachments consisting of the following:
 - i) Attachment **T1A- The bidder’s particulars and eligibility criteria** (in the format indicated in Volume II.iv), duly completed by the bidder in the manner supported by documentary evidence as specified therein, establishing that the bidder satisfies the eligibility criteria referred to in “Eligibility” paragraph ITB

and is otherwise eligible to perform the contract if its bid is accepted;

ii) Attachment T1B- Qualifications of the bidder: Documentary evidence establishing to the Authority's satisfaction, and in accordance with ITB "Qualifications" paragraph, that the Bidder is qualified to perform the Contract if its bid is accepted. In the case where prequalification of Bidders has been undertaken, and pursuant to ITB Sub-para .1 (a) of "Qualifications" Para ITB, the Bidder must provide evidence on any changes in the information submitted as the basis for prequalification or, if there has been no change at all in said information, a statement to this effect;

Attachment **T1B (Qualifications of the Bidder)**-Financial Viability, General Experience Record, Joint Venture Summary if any, Similar Experience Record, Current Works in Progress.

iii) Attachment T2-Project Plan

iv) Attachment T3-Personnel Capabilities and Candidates Summaries

v) Other Technical Attachments- any information or other materials required to be completed and submitted by the bidders in accordance with these Bidding Documents and specified in the **BDS**.

(c) The Financial part attachments consisting of the following:

i) The Price bid form(in the format indicated in Volume II.iv), duly completed by the bidder in the manner and detail indicated therein and in accordance with the requirements of paragraph "Bid Prices" ITB.;

ii) Other Financial Attachments- any information or other materials required to be completed and submitted by the bidders in accordance with these Bidding Documents and specified in the **BDS**.

.2 The bidder shall submit offers which comply with the requirements of the Bidding Documents, including the basic technical requirements as indicated. The attention of bidders is drawn to the provision of sub-para .2 of "Contents of Bidding Documents" paragraph ITB regarding the rejection of bids which are not substantially responsive to the requirements of the Bidding Documents. Alternatives will not be considered unless permitted in sub-para.3 below.

.3 When alternatives are explicitly invited or permitted, a statement to that effect will be included in the **BDS**, as will the submission requirements and the

methods for evaluating such alternatives.

- .4 The Financial Bid should be furnished in the format at Price Bid form clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

Sheet Nos 1/3 to 3/3

Para Number: 11

Para Heading Bid Prices

Sub Para

- .1 Unless specified otherwise in the **BDS**, the contract shall be for all the services referred to in sub-paragraph .1 “Scope of Bid” ITB, based on the price schedules submitted by the bidder as part of the financial bid.
- .2 The bidder shall fill in price break-up for all cost items of the service. Prices indicated on the price schedules shall be entered separately in the manner and detail specified therein and in accordance with the other requirements specified in these documents.
- .3 Unless specified in the **BDS**, prices quoted by the bidder shall be fixed during the bidder’s performance of the Contract and not subject to variations on any account. A bid submitted with an adjustable price quotation which is not consistent with this paragraph ITB shall be rejected by the Authority as nonresponsive.

Sheet Nos 1/1

Para Number: 12

Para Heading Bid Currency

Sub Para

Prices shall be quoted in Indian Rupees.

Sheet Nos 1/1

Para Number: 13

Para Heading **Validity of Bids**

Sub Para

- .1** Bids shall remain valid, at a minimum, for the period **specified in the BDS** after the deadline date for bid submission prescribed by the Purchaser, pursuant to “Due Date for Submission of Bids” para of ITB. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive. For the convenience of Bidders, the **BDS** spells out the minimal original expiration dates for the validity of the bid. However, Bidders are responsible for adjusting the dates in the **BDS** in accordance with any extensions to the deadline date of bid submission pursuant to sub-para .2 of “Due Date for Submission of Bids” para of ITB.
- .2** In exceptional circumstances, prior to expiry of the bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking execution of the Bid-Securing Declaration or forfeiting the Bid Security, but in this case the bid will be out of the competition for the award. Except as provided in sub-para .3 of this para ITB, a Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period, pursuant to sub-para .2 of “Bid Security” para of ITB.
- .3** In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted as specified in the request for extension. Bid evaluation will be based on the bid prices without taking into consideration the above correction.

Sheet Nos **1/4 to 4/4**

Para Number: **14**

Para Heading **Bid Security**

Sub Para

.1 The bid security is required to protect the Authority against the risk of the bidder's conduct which would warrant the forfeiture of the security, pursuant to sub-para .6 of this paragraph ITB. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

.2 The Bidder shall furnish as part of its Bid, a Bid Security. The
(a) amount;
(b) form;
(c) period of validity beyond the bid validity date, as extended, if applicable, and
(d) the time period within which the bid security of the unsuccessful bidders will be returned
are as specified in the **BDS**.

.3 The Bid Security of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid provided the Joint Venture has legally been constituted, or else it shall be issued in the name of all partners proposed for the Joint Venture in the bid. Sanctions due to a breach of the terms of a Bid Security pursuant to sub-para .6 of this para ITB will apply to all partners to the Joint Venture.

.4 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in sub-paragraph .6 of this para ITB. The Bidder, by submitting its Bid pursuant to this notification shall be deemed to have

acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in the bid data sheet in this Bidding Document. No relaxation of any kind on Bid Security shall be given to any Bidder.

.5

Unless executed or forfeited pursuant to sub-para .6 of this para ITB, Bid Securities, if any, will be returned, without any interest, as promptly as possible, and within the time period specified at sub-para .2 “Bid Security” ITB.,

- (a) all Bidders upon annulment of the bidding pursuant to “Authority’s Right to Accept any Bid or Reject any or all Bids” ITB;
- (b) Bidders refusing a request to extend the period of validity of their bids pursuant to sub-para .2 “Validity of Bids” ITB;
- (c) The successful Bidder once it has signed the Contract Agreement and furnished a valid Performance Security as required. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Bidding Document;
- (d) The unsuccessful Bidders at the same time as in (c), that is, when they are informed about the successful establishment of the contract with the successful Bidder.

6

The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Document and/ or under the Agreement, or otherwise, under the following conditions:

(i) In case of a Bidder

a) if he submits a non-responsive bid, or

b) if he engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in the sub-para .11 of “General Instructions” Para ITB, or

c) If he withdraws his Bid during the period of Bid validity as extended by mutual consent of the respective Bidder(s) and the Authority;

(ii) In the case of Selected Bidder, if he fails within the specified time limit

a) To sign and return the duplicate copy of **LOA**, or

b) To sign the Contract agreement pursuant to “Contract Signing” paragraph ITB, or

c) To furnish the Performance Security within the period prescribed in the agreement, or

d) Having signed the Contract agreement, commits any breach thereof prior to furnishing the Performance Security.

.7

If a bid security is **not required in the BDS**, and

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in sub-para .2 “Period of Validity of Bids” ITB, or

(b) if the successful Bidder fails to: sign the Contract in accordance with “Contract Signing and Performance Security” para ITB; or furnish a performance security in accordance with “Contract Signing and Performance

Security” para ITB; the Trust may, black-list or debar the bidder for a period of time **as stated in the BDS from participating in future bids of the Trust.**

.8

A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Work is engaged by the Bidder, in any manner for matters related to or incidental to the implementation of this Work during the Bidding Process or subsequent to the

(i) issue of the **LOA** or

(ii) Execution of the Contract agreement.

In the event any such adviser is engaged by the Selected Bidder, after issue of the **LOA** or execution of the Contract Agreement, for matters related or incidental to the Scheme, then notwithstanding anything to the contrary contained herein or in the **LOA** or the Contract agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the **LOA** or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same.

For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this bid notification. Nor will this dis-qualification apply where such adviser is engaged after a period of three years from the date of operation of this Proposal/Assignment

Sheet Nos 1/1

Para Number: 15

Para Heading **Sealing and Marking of Bids**

Sub Para

- .1 The bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPIES.**” The envelopes shall then be sealed in an outer envelope. The technical bid and financial bid shall be in two separate envelopes.
- .2 The inner and outer envelopes shall:
- (a) be addressed to the Authority at the address provided at Sub-para .6 “Scope of Bid” paragraph ITB;
 - (b) bear the name and identification of the contract as defined in the **BDS**; and
 - (c) Provide a warning not to open before the specified time and date for bid opening.
- .3 In addition to the identification required above, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to “Late Bids” para ITB, and for matching purposes under “Modifications, Substitution and Withdrawal of Bids” paragraph ITB.
- .4 If the outer envelope is not sealed and marked as required above, the Authority will assume no responsibility for the misplacement or premature opening of the bid. If the outer envelope discloses the bidder’s identity, the Authority will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of the bid.
- .5 **Receipt of Bids:** The Authority shall receive Bids pursuant to this Bidding Document in accordance with the terms set forth in this document and other documents to be provided by the Authority pursuant to this bid notification, as modified, altered, amended and clarified from time to time by the Authority (collectively the “Bidding Document”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date and time specified for submission of Bids (the “**Bid Due Date**”) in the sub-para .3 “Scope of Bid” **BDS**.

Sheet Nos 1/1

Para Number: 16

Para Heading Due Date for Submission of Bids

Sub Para

.1 Bids must be received by the Authority at the address specified in “Sealing and Marking of Bids” para ITB, no later than the Bid Due Date. A receipt thereof should be obtained from the authorized person of the Authority.

.2 The Authority may in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with “Amendment of Bidding Documents” para ITB in which case all rights and obligations of the Authority and the bidder’s previously subject to the original due date will thereafter be subject to the due date as extended.

.3 No Bidder shall submit more than one Bid for the Proposal.

D. SUBMISSION OF BIDS

Sheet Nos 1/1

Para Number: 17

Para Heading Late Bids

Sub Para

.1 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

Sheet Nos 1/1

Para Number: 18

Para Heading **Modifications, Substitution and Withdrawal of Bids**

Sub Para

The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date.

No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the “Sealing and Marking of Bids” paragraph ITB, with the outer and inner envelopes being additionally marked “**MODIFICATION**”, “**SUBSTITUTION**” or “**WITHDRAWAL**”, as appropriate.

Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity may result in the forfeiture of the bid security pursuant to sub-para .6 “Bid Security” para ITB.

E. BID OPENING AND EVALUATION

Sheet Nos 1/2 to 2/2

Para Number: 19

Para Heading Opening of Bids

Sub Para

- .1 The Purchaser will open all bids, including withdrawals, substitutions, and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place **specified in the BDS**. Bidders' representatives shall sign a register as proof of their attendance.
- .2 First, envelopes marked "**BID WITHDRAWAL NOTICE**" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "**BID SUBSTITUTION NOTICE**" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "**BID MODIFICATION NOTICE**" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.
- .3 Technical bids shall be opened one at a time, reading out: the name of

the Bidder and whether there is a modification; the presence or absence of a Bid Security if one was required, the details of the technical bid attachments;

.4 Bids and modifications that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. These bids, including any bids validly withdrawn in accordance with sub-para .2 “Opening of Bids” ITB, will promptly be returned, unopened, to their Bidders. The Financial Bids of all the bidders shall be kept in a cover and sealed.

.5 After the technical evaluation is complete, the financial bids of all the qualified bidders will be opened in the presence of the qualified bidders. The bidders’ names, the bid prices, the prices of any alternative (if alternatives have been requested or permitted) any discounts, bid deviations, and such other details as the Authority may consider appropriate, will be announced by the Authority at the time of financial bid opening. Any bid price, discount or modification that is not read out and recorded at bid opening will not be considered for bid evaluation, irrespective of the circumstances.

.6 The Purchaser will prepare minutes of the bid opening, including the information disclosed to those present in accordance with sub-para .2 “Opening of Bids” ITB. The minutes will promptly be distributed to all Bidders that met the deadline for submitting bids.

Sheet Nos 1/1
Para Number: 20
Para Heading Confidentiality

Sub Para

- .1 The document including this Bidding Document and all attached documents, provided by the Authority are and shall remain or becomes the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply *mutatis mutandis* (with the necessary changes in points of detail) to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid document or any information provided along therewith.
- .2 Information relating to the examination, clarification, evaluation and comparison of bids, and recommendation for the award of contract, shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process, until the award to the successful bidder has been announced. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities or any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.
- 3 The bid evaluation process up to the award of a contract is confidential.
- 4 Any effort by a bidder or its agents to influence the Authority's evaluation of bids or award decision, including the offering or giving of bribes, gifts, or other inducement, may result in the invalidation of its bid and the forfeiture of its bid security, pursuant to sub-para .6 of "Bid Security" ITB.

Sheet Nos 1/1

Para Number: 21

Para Heading Clarifications

Sub Para

- .1** To assist in the examination, evaluation and comparison of bids, the Authority may, at its sole discretion, ask any bidder for clarification of its bid, including breakdowns of its prices. Such clarification may be requested at any stage up to the contract award decision. Requests for clarification and the responses shall be in writing or by fax and no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the bids in accordance with “Preliminary Examination of Bids” para ITB.
- .2** If the Bidder does not provide clarifications sought for under sub-para .1 of this para ITB, within the specified time, its Bid shall be liable to be rejected. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

Sheet Nos **1/3 to 3/3**

Para Number: **22**

Para Heading **Preliminary Examination of Bids**

Sub Para

.1 Prior to the detailed evaluation of bids, the Authority will examine the bids to determine for each bid whether:

- (a) it is complete;
- (b) the documents have been properly signed;
- (c) it is accompanied by the required bid securities;
- (d) it is substantially responsive to the requirements of the bid documents; and
- (e) any computational errors have been made.

The Authority may require the bidder to provide any clarification and/or substantiation to determine responsiveness pursuant to sub-para .4 of this para ITB. In the case where a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Purchaser will ensure that each bid is from a prequalified Bidder and in the case of a Joint Venture, that partners and structure of the Joint Venture are unchanged from those in the prequalification.

.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between added or subtracted subtotals and totals, the unit or subtotal price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit or subtotal prices, in which case the line item total as quoted shall govern and the unit price or sub-total shall be corrected. If there is a discrepancy between words and figures, the amount in

words will prevail, unless the discrepancy is the result of a typo/error for which the correction is self-evident to the Purchaser. If the Bidder with the Lowest Evaluated Bid does not accept the correction of errors, the bid shall be rejected this will be considered as invalidating its bid and the bid security may be forfeited pursuant to sub-para .6 of “Bid Security” para ITB.

All items in the financial bid must be priced. If a bidder has included the price of the main activities/ items this must be clearly stated and a price of zero must be entered for the respective associated activities/items.

If a bidder fails to price activities/ items that are not the primary subject of the bid and the omission is judged to be non-material in accordance with sub-para .3 of this para ITB, the bid price will be adjusted for such omission in accordance with sub-para .2(c)(iv) “Evaluation and Comparison of Bids” para ITB for evaluation purposes only.

.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

.4 Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation or omission. A material deviation, reservation or omission is one:

(a) which affects in any substantial way the scope, quality, or performance of the contract;

(b) which limits in any substantial way, inconsistent with the Bidding Document, the Authority’s rights or the bidders’ obligations under the contract; or

(c) The rectification of which would affect unfairly the competitive position of other bidders presenting

substantially responsive bids.

.5

Prior to evaluation of Bids, the Authority will determine whether each bid is responsive to the requirements of the Bidding Document. The Authority may, in its sole discretion, reject any bid that is not responsive hereunder. A Bid shall be considered responsive only if:

(a) The Technical Bid is received in the form specified in “Documents Comprising the Bid” and “Sealing and Marking of Bids” paras ITB;

(b) It has been received by the Bid Due Date or its extended due date;

(c) It is signed, sealed, and bound together in hard cover and marked as per “Sealing and Marking of Bids” para ITB;

(d) It contains all the information (complete in all respects) as requested in the Bidding Document;

(e) It does not contain any condition or qualification; and

(f) It is not non-responsive in terms hereof.

.6

The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

Sheet Nos **1/10 to 10/10**

Para Number: **23**

Para Heading **Evaluation and Comparison of Bids**

Sub Para

.1 The method of selection adopted is as given in **BDS**.

The objective of this evaluation is to facilitate the selection of a successful bidder ensuring technically superior and professional services at optimal cost. The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to “Preliminary Examination of Bids” Para of ITB. The Authority reserves the right to accept or reject any variation, deviation, or alternative offer which is not submitted in accordance with the bidding documents. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the bidding documents or which otherwise result in unsolicited benefits for the Authority, shall not be taken into account in bid evaluation. The evaluation will be performed assuming that

(a) The Contract will be awarded to the lowest evaluated Bidder for the entire work;

.2 (a)The Purchaser’s evaluation of a bid will be made on the basis of prices quoted in accordance with ITB “Bid Prices” Para.

(b)The estimated effect of any price adjustment provisions under the Conditions of Contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.

(c)In evaluating the bids, the Authority will determine for each bid, the evaluated bid price by adjusting the bid price as follows:

- (i) making any correction for errors pursuant to “Preliminary Examination of Bids” Para ITB;
- (ii) excluding provisional sums and the provision, if

any, for contingencies in the price schedules;

(iii) making an appropriate adjustment for any other quantifiable acceptable nonmaterial variations, deviations or alternative offers; and

(iv) making appropriate adjustments to reflect additional factors in the manner and to the extent indicated in the **BDS**.

(d) Bidders are requested to be prepared to demonstrate, through presentations and / or site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, as per schedule of bidding process. The Bidder will arrange such demonstrations, presentations or site visits at its own cost.

(e) Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents because of any non-disclosure agreement with its other customer or any other reason whatsoever. The Authority would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.

.3

Evaluation Process Flow:

This is a three step selection process in which the Bidder has to submit the bids in two separate envelopes at the time of submission of bids. The process is as given below.

(a) In the first step, the Authority shall evaluate the '**Eligibility Criteria**' and clear all the bids which pass through the Eligibility scrutiny. In the second step '**Technical Bids**' shall be evaluated and based on the outcome of Technical evaluation, '**Commercial bids**' shall be opened for the technically qualified proposals only. The final selection will be done based on Techno-commercial evaluation.

(b) The Authority, would display on its official website the names of those successful bidders who have qualified in the Technical Evaluation.

(c) A date, time and venue will be notified to those technically

successful Bidders for opening of their Financial Bids in the official website of the Authority. The opening of Financial Bids shall be done in presence of respective representatives of those technically successful Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process.

(d)The evaluation by the Authority will be undertaken by a Committee of Officials or/and representatives formed by the Authority and its decision shall be final.

(e) Normalization : The Authority reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised bid (technical or commercial or both) to avoid any possible ambiguity in evaluation process or make apple-to-apple comparison or to bring further transparency in the evaluation process

.4

Evaluation of Eligibility Criteria:

- i.** Bids submitted by all the bidders would be scrutinised for eligibility as per the ‘Eligibility Criteria’ specified in “Eligibility” para ITB. Bids not complying with the eligibility criteria are liable to be rejected and will not be considered for further evaluation.
- ii.** Successful bids out of this stage would be considered for technical evaluation.

Bidders must submit the proof of all the credentials as required for scrutiny of eligibility criteria. Claims of the bidders without verifiable facts will not be considered as credentials towards satisfying eligibility criteria.

.5

- i.** The technical bids will be evaluated for determining the continued eligibility of the Bidder for the Work and compliance of the bids with the necessary technical requirements and scope of work of this Bidding Document.
- ii.** The Authority may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received

within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by Authority.

iii. Technical bids would be evaluated based on the **technical evaluation criteria** and the marks with break-up as specified in the **BDS**, and following the method given hereunder.

(a) The technical bid will be analyzed and evaluated, based on which the Relative Technical Score (RS_{Tech}) shall be assigned to each bid on the basis of parameters mentioned above.

(b) Relative Technical Score (RS_{Tech}) for each bidder will be calculated as follows based on above parameters:

$$RS_{Tech} = T / T_{high} * 100$$

Where, RS_{Tech} = Relative score obtained by the bidder

T = Technical score obtained by bidder

T_{high} = Highest Technical score secured among the Bidder

(c) Technical Bids receiving a RS_{Tech} greater than or equal to a score specified in **BDS** (cut-off marks, say 'm') will be eligible for consideration in the subsequent round of commercial evaluation.

(d) If less than 3 bidders qualify as per above criteria ($RS_{Tech} \geq m$), Authority reserves the right to short list the top 3 bidders.

.6

i. In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation.

- ii. The date for opening of commercial bids will be separately notified in the website of the Authority.
- iii. The Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The Financial Bid quoted shall be deemed as final and omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Bidding Document within the total quoted Financial Bid shall be that of the Bidder.
- iv. Relative Technical Score (RS_{Tech}) of the technically qualified bids would be announced before the representatives of the bidders and the commercial bids of those bidders would be opened for commercial evaluation.
- v. Net Present Value (NPV) would be calculated for the value quoted for the entire period to arrive at derived commercial bid value for evaluation. The discount rate specified in **BDS** will be considered for calculation of NPV.
- vi. Relative Commercial Score (RS_{Com}) for each Bidder will be calculated as follows:

$$RS_{Com} = C_{Low} / C * 100$$

Where, RS_{Com} = Relative score for Commercial Bid of the Bidder
 C = NPV of Commercial bid value of the current bid
 C_{Low} = Lowest NPV of commercial bid value out of all the commercial bids obtained.

.7

Final Selection of the Eligible Bidder

Total Relative Score (RS) obtained by each eligible Bidder will be calculated as follows:

$$RS = RS_{Tech} * \text{Technical weightage [insert: } W_{Tech} \text{ from BDS]} +$$

RS_{Com}^* Commercial *weightage* [insert: W_{Com} from **BDS**]

The eligible bidder will be selected based on minimum Relative Score (RS) thus obtained.

The Bidder with the highest Relative Score (RS) will be selected subject to all the terms and conditions defined in this Bidding Document for further discussion prior to finalizing contract.

F. POST QUALIFICATION AND AWARD OF CONTRACT

Sheet 1/2 to 2/2

Nos

Para 24

Number:

Para **Post Qualification**

Heading

Sub Para

- .1 The Purchaser will determine at its own cost and to its satisfaction whether the Bidder (including Joint Venture Partners, and any Subcontractors for which the.Sub-para.1 (a) of “Qualifications” Para of BDS permits that their qualifications count towards the required Bidder qualifications) that is selected as having submitted the Lowest Evaluated Bid is qualified to perform the Contract satisfactorily, in accordance with “Qualifications” para of ITB. If a prequalification process was undertaken for the Contract(s) for which these Bidding Documents were issued, the Purchaser will determine in the manner described above that no material changes have occurred after the prequalification that negatively affect the ability of the Bidder that has submitted the Lowest Evaluated Bid to perform the Contract.
- .2 The capabilities of the subcontractors if permitted under this bidding documents, including manufacturers and vendors proposed in the bid to be used by the lowest evaluated bidder, will also be evaluated for acceptability. Their participation should be confirmed with a letter of intent, as needed. Should a subcontractor be determined to be unacceptable, the bid will not be rejected, but the bidder will be required to substitute an acceptable subcontractor without any change to the bid price.
- .3 If the bid of the successful bidder is seriously unbalanced or front-loaded in relation to the Authority’s estimate of the services to be performed under the contract, the Authority may require the bidder to produce detailed price

analyses for any or all items of the Work, to demonstrate the internal consistency of those prices with the implementation schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated contract payments, the Authority may require that the amount of the performance security set forth in “Contract Signing and Performance Security” para ITB, be increased at the expense of the bidder to a level sufficient to protect the Authority against financial loss in the event of default of the bidder under the contract.

- .4 An affirmative post qualification determination will be a prerequisite for award of the Contract to the Lowest Evaluated Bidder. A negative determination will result in rejection of the Bidder’s bid, in which event the Purchaser will proceed to the next lowest evaluated Bidder to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

Sheet **1/2 to 2/2**
Nos

Para **25**
Number:

Para **Authority's Right to Accept any Bid or Reject any or all Bids**
Heading

Sub Para

.1 Notwithstanding anything contained in this document, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

.2 The Authority reserves the right to reject any Bid, disqualify the bidder and appropriate the Bid Security if:

(a) At any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Authority, a material misrepresentation is made or uncovered, or

(b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

If such disqualification / rejection occurs after the Bids have been opened and the Selected Bidder has already been issued the **LOA** or has entered into the Contract agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this document, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder without the Authority

being liable in any manner whatsoever to the Selected Bidder.

In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Document and/ or the Agreement, or otherwise.

In the event of the selected bidder being disqualified / rejected, then the Authority reserves the right to:

i) Invite the remaining Bidders to submit their Bids in accordance with the **ITB**.

Or

ii) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

- .3 The Bidder must submit the response exactly in the formats mentioned in this Bidding document and same should be precise. No irrelevant information shall be provided. All the credentials, claimed in the response, must be accompanied with necessary proofs. The Authority would be at discretion to reject the response of the bidder in case any part or whole of the response document is found to be partially or fully incomplete or confusing or misleading or having irrelevant information.
- .4 The Authority reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this Bidding Document. The Authority would not give any clarification/explanation to the concerned bidder in case of such rejection.
- .5 Authority reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
- .6 Conditional and qualified bid is liable for rejection as a non-responsive Bid.
- .7 Bidders are advised that the selection shall be on the basis of an evaluation by the Authority through the Selection Process specified in this document; And Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the

Authority's decisions are without any right of appeal whatsoever.

- .8** Authority will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. However, Authority shall not be bound to accept the best bid or any bid and reserves the right to accept any bid, either wholly or in part, as it may deem fit.
- .9** The Authority may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of the Authority contains any false or misleading claims or statements. The Authority shall not be liable to any person for excluding or rejecting any such proposal.

Sheet Nos 1/1

Para Number: 26

Para Heading Award Criteria

Sub Para

- .1 Subject to “Authority’s Right to Accept any Bid or Reject any or all Bids” paragraph of ITB, the Authority will award the contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Document and who has offered the lowest evaluated bid price, provided that such bidder has been determined to be qualified to perform the contract satisfactorily in accordance with the provisions in “Post Qualification” para of ITB.
- .2 The Authority reserves the right at the time of award of the contract to increase or decrease the quantity of works and/or services specified in the Work, up to the percentage specified in the **BDS**, without change in the unit prices for such works and/or services, or other terms and conditions.

Sheet Nos 1/1

Para Number: 27

Para Heading Award Notification, and Contract Signing

Sub Para

.1 Award Notification:

(a) Prior to expiration of the period of bid validity, the Authority will notify the successful bidder by fax, confirmed by registered letter, that its bid has been accepted. The notification of award shall specify the sum which the Authority will pay the contractor in consideration of the execution and completion of the contract.

(b) The notification of award (hereinafter called “the Letter of Acceptance”) will constitute the formation of the contract.

(c) The Letter of Acceptance (LOA) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

Para Number: 28

Para Heading Contract Signing, and Performance Security

Sub Para

.1 Contract Signing:

(a) At the same time that the Authority notifies the successful bidder that its bid has been accepted, the Authority will send the bidder the contract agreement in the form provided in the Bidding Document, incorporating all agreements between the parties. After acknowledgement of the **LOA** as aforesaid by the Selected Bidder, the Authority shall cause the Bidder to execute the Contract agreement within the period prescribed in **BDS**. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract agreement.

(b) Within period prescribed at sub-paragraph .1(a) of this para of ITB of receipt of the contract agreement, the successful bidder shall sign the contract agreement and return it to the Authority, together with the required performance security.

(c) Upon fulfillment of sub-paragraph .1(b) of this para of ITB, the Authority will promptly notify the other bidders that their bids have been unsuccessful and their bid security will be returned as promptly as possible, in accordance with “Bid Security” paragraph of ITB.

.2 Performance Security:

(a) Within the period prescribed at sub-paragraph .1(a) of this Para of ITB, of receipt of the Letter of Acceptance from the Authority, the successful bidder shall furnish to the Authority a performance security in accordance with the Conditions of Contract and in the form stipulated in the **BDS** or in another form acceptable to the Authority.

(b) Failure of the successful bidder to comply with the requirements of paragraph “Contract Signing and Performance Security” ITB shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Authority may make the award to the next lowest evaluated bidder or call for new bids.

32. Dispute resolution procedure

Sheet Nos **1/1**

Para Number: **29**

Para Heading **Dispute Resolution Procedure**

Sub Para

.1 The method of dispute resolution is as indicated in the **BDS** and the Conditions of Contract.

II.ii BID DATA SHEET

A. GENERAL

Sheet 1/3 to 3/3

Nos

Para 1

Number:

Para **Scope of Bid**

Heading:

Sub

Para

.2 Title of NIB: Insurance coverage for Rajiv Aarogyasri Health Care scheme in 5 districts of Phase-II for fifth policy period.

Number of NIB:

Name of resulting Contract(s): Insurance coverage for [**insert:** the details]

Description of the System for which bids are invited:

.3 The schedule of bidding process is given in the table below.

.4 The successful bidder will be expected to complete its performance within the period of [**insert:** the details]

.5 Bidder must be ready to accept the extension of the contract by a further period of [**insert:** the details] on the same terms and conditions, if so desired by Authority.

.6 The Official Website is [**insert:** the details] and the address of Authority's Office for the purpose of this Bidding Document shall be

[*Insert:* the details]

.7 Procedure of e-tendering if applicable: [*insert:* the details]

.8 The Bidding documents can be obtained from the official website of the Authority or at the Authority's Office, at a Cost of [*insert:* the details]

**Schedule of Bidding Bid Notification
process (with times where
applicable)**

Pre-bid conference

**Due date for the submission of
Bids (Bid Due Date)**

Opening of Technical Bids

**Presentation to the Technical
Committee**

Declaration of Qualified Bids

**Due date for Opening Financial
Bids**

**Probable Date for issuing Letter
of Award of Contract**

**Tentative Effective
Implementation Date**

Sheet **1/2 to 2/2**
Nos

Para **3**
Number:

Para **Eligibility**
Heading

Sub
Para

.1 **Class and category of contractors: Not applicable**

.2 The proposal should adhere to the minimum eligibility criteria given below.
[Insert: the details]

Sheet **1/2 to 2/2**

Nos

Para **4**

Number:

Para **Qualifications**

Heading

Sub

Para

- .1
- a) IRDA registered insurance companies dealing with non-life insurance shall be qualified. Bidder with an IRDA registration shall be deemed to possess the performance capability under this bid.
 - b) Sub contractors for the purposes of this bid shall be IRDA registered TPAs.

B. THE BIDDING DOCUMENTS

Sheet Nos	1/2 to 2/2	
Para Number and Heading	10.1	Documents Comprising the Bid
	Invitation for Bids	
VOLUME I THE WORK (Terms of Reference-TOR)	Introduction and Disclaimers	
	I.A	The Scheme
	I.B	Deliverables
	I.C	Staffing Requirements
	I.D	Service Window and SLA

**VOLUME
THE BID**

II II.i Instructions to Bidders

II.ii Bid Data Sheet

II.iii Bid Form

Attachments to Bid Form

1.Attachment B1-Bid Security

2.Attachment B2-Power of
Attorney

3.Attachment B3-Cost of Bid
Documents

Attachments to Technical bid

4.Attachment T1A-Bidders
particulars and eligibility criteria

5.Attachment T1B-Qualifications of
the Bidder

Form 2a-Financial Viability

Form 2b- General Experience
Record **(Joint Venture not**

Form 2c- Similar Experience

Form 2d-Current Works in

6. Attachment T 2 Project Plan

7. Attachment T 3 Personal

Attachments to Financial Bid

1.Price Bid Form

2.Attachment F1(Price Schedules) Form F1-Cost Breakup Table

II.v Letter of Acceptance

VOLUME III THE CONTRACT

III.i Form of Contract

III.ii General conditions of contract

III.iii Special conditions of contract

III.iv Description of Services with Implementation and delivery schedule

III.v. Supplier's Quote and Original Price

III .iv Appendices

Appendix 1 – The Work
Appendix 2-Project Plan including Delivery Schedule
Appendix 3 – Personnel
Appendix 4 – Working Hours and SLA
Appendix 5 – Forms (performance /advance security
Appendix 6.-Revised Price Schedules (if any)
Appendix 7. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

6.Attachment T2-Project Plan

7.Attachment T3- Personnel

Form 3a-Personnel Capabilities

Form 3b-Candidates Summaries

C. PREPARATION OF BIDS

Sheet **1/1**

Nos

Para **11**

Number:

Para **Bid Prices**

Heading

Sub

Para

.1 **[insert: the details]**

.3 **[insert: the details]**

Sheet Nos 1/1

Para Number: 13

Para Heading Validity of Bids

Sub Para

.1 Bids shall remain valid, at a minimum, for a period of [*insert:* the details] after the deadline for submission.

Sheet Nos 1/1

Para Number: 14

Para Heading Bid Security

Sub Para

.2 (a) Amount of Bid Security is [*insert:* the details]

(b) Form of Bid Security: [*insert:* the details].

(c) Period of validity: [*insert:* the details].

(d) The time period: [*insert:* the details].

.7 Period of black-listing shall be [*insert:* the details]

Sheet Nos **1/1**

Para **15**

Number:

Para **Format and Signing of Bid**

Heading

Sub Para

.1 Required number of bid copies, besides the original: ***[insert: the details]***

D. SUBMISSION of BIDS

Sheet nos 1/1

Para Number: 16

Para Heading Sealing and Marking of Bids

Sub Para

.2 The address for bid submission is:

[insert: the details]

Name of bid and identification shall be as in sub-para .2 “Scope of Bid” BDS.

E. BID OPENING AND EVALUATION

Sheet Nos **1/1**

Para Number: **20**

Para Heading **Opening of Bids**

Sub Para

.1 Time, date, and place for bid opening are:

[Insert: the details].

Sheet Nos **1/2 to 2/2**

Para Number: **24**

Para Heading **Evaluation and Comparison of Bids**

Sub Para

.1 The method of selection adopted is **[insert: the details]**

.2 Manner and extent of price adjustments to take care of additional
Factors: **[insert: the details]**

.5 There shall be **[insert: the details]**Weightage for technical evaluation.[m
[insert: the details]

.6 Net Present Value (NPV)= **[insert: the details]**

.7 **Final Selection of the Eligible Bidder**

$W_{Tech} =$ **[insert: the details]**

$W_{Com} =$ **[insert: the details]**

Sheet Nos **1/1**

Para Number: **27**

Para Heading **Award Criteria**

Sub Para

.2 Percentage for quantity increase or decrease:
 [insert: the details].

Para Number: 28

Para Heading Contract Signing, and Performance Security

Sub Para

.1 Contract Signing:

The Bidder to execute the Contract agreement within [*insert: the details*]

.2 Performance Security:

(a) Form of Performance Security – Appendix 5 of Contract.

(b) Percentage of Total contract value is [*insert: the details*]

(c) Yearly enhancement over the current year's contract value [*insert: the details*]

(d) Period of automatic renewal in case the guarantee is not renewed by the appointed contractor/service provider or invoked by the Authority [*insert: the details*]

(e) Penalty threshold over which performance bank guarantee will be invoked as defined by the SLA [*insert: the details*].

(f) Number of days from the completion of contract period after which the performance bank guarantee will be returned - [*insert: the details*].

Conditions of Performance Security:

i) The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Authority.

ii) In the event of non-performance of obligation or failure to meet terms of this Bidding Document/Contract, the Authority shall be entitled to invoke the performance bank guarantee without notice or right of demur to the Bidder. The guarantee should be of a nationalized bank only.

iii) The Project will be deemed complete only when all the solutions and services contracted for by the Authority are delivered in good condition, installed, commissioned, implemented, tested

and accepted along with the documentation and training provided to the Authority's employees in compliance with the terms of this Bidding Document and as per the requirements of the contract executed between the Authority and the Successful Bidder.

iv) If the performance bank guarantee is not submitted within the time stipulated by the Authority, the Authority reserves the right to cancel the contract.

v) Notwithstanding anything to the contrary contained in the contract, Authority shall be at liberty to invoke the Performance bank Guarantee in addition to other remedies available to it under the contract or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.

vi) On faithful execution of contract in all respects, the Performance Guarantee of the Bidder shall be released by the Authority.

vii) Time shall be the essence of the contract, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of the Authority should entitle the Bidder to a reasonable extension of time, such extension may be considered by the Authority at its sole and absolute discretion. However such extension shall not operate to relieve the Bidder of any of its obligations. Authority shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the **performance guarantee accordingly**

Sheet Nos **1/1**

Para Number: **29**

Para Heading **Dispute Resolution Procedure**

Sub Para

.1 The method of dispute resolution is as indicated in the Conditions of Contract.

II.iii Bid form

Letter of BID

(On Bidder's letter head)

Date:

Name of Contract:

To: [*insert*: the details]

Sir,

Having examined the bidding documents, including Addenda, the receipt of which is hereby acknowledged, we, the undersigned, offer to [*specify scope of the contract*] under the above named Contract in full conformity with the said bidding documents for the sum specified in financial bid form or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the price schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to commence performance and to achieve completion within the respective times stated in the bidding documents.

If our bid is accepted, we undertake to provide a performance security in the form and amounts and within the times specified in the bidding documents.

We agree to abide by this bid for a period of [*specify number*] days from the date fixed for submission of bids as stipulated in the bidding documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed between us, this bid, which consists of the letter and Attachments 1 through [] hereto, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

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

Dated this..... Day of 20.....

..... (*Signature*)

In the capacity of

..... (*Position*)

Duly authorized to sign this bid for and on behalf of

..... (*Name of bidder*)

II.iv Attachments to Bid

Bid Form Attachments

Bid Form shall include:

1. B1 – [*insert*: the details]
2. B2 - Power of Attorney
3. B3 – [*insert*: the details]

Attachment B2

Power of Attorney for signing of Bid

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of.....and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for Name of Bid [insert: Name of Bid from Bid data sheet] proposed by _____ (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Scheme and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2010.

For.....
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarized

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 50 (fifty) and duly notarized by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Attachment T1A

Bidder's Particulars and Eligibility Criteria

1. Company Profile

Name of the Company	
Registered Office of the Company	
^	
Firms Registration Number and Validity:	
(Please attach a photo copy)	
Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):	
Registered address:	
Year of Incorporation:	
Year of commencement of Company:	
Brief description of the Company including details of its main lines of business	
Name, designation, address and phone numbers of authorized signatory of the Bidder	
Name: Designation: Company: Address:	
Company:	
Phone No.:	
Address:	
Fax No. :	
E-mail address:	

2. Please State the following correctly:

(i) Has the Bidder ever been penalized by any organization for poor quality of work or breach of contract in the last five years?	Yes/No
(ii) Has the Bidder ever failed to complete any work awarded to it by any public Authority/entity in last five years?	Yes/No
(iii) Has the Bidder been ever blacklisted by any Government department/Public Sector Undertaking in the last five years?	Yes/No
(iv) Has the Bidder been suffered bankruptcy/insolvency in the last five years?	Yes/No

Note: If answer to any of the questions at (i) to (iv) is yes, the Bidder is not eligible for this Work.

3. Office Network of the Company in Andhra Pradesh

(Address proof / Contact details to be provided herewith)

4. Documents to be submitted:

- a. Annual Report (Recent):
- b. Copy of Firm's Registration Certificate: IRDA Registration certificate
- c. Other Certificates [insert: Technical Competencies of the service provider as given below]

Service Provider details			
Sl. No	Criteria	Compliance	Documentary Evidence needed
1)	Certifications possessed by the Bidder:		
a)	ISO		
2)	Number of full time employees on its rolls		Letter from assistant Commissioner Labour/ other authority
3)	Add other requirements		Add evidence

d. Other Relevant documents (duly listed)

5. Details of Bank Draft:

a. [*insert*: the details]

Date:

Signature and Seal of Authorized Person

Place:

Attachment T1B
From 2a- Financial Viability

Name of the Bidder:

1. Bidders shall provide financial information to demonstrate that they meet the requirements stated in the BDS for ITB para 4.1(a). Each Bidder shall complete this form. If necessary, separate sheets shall be used to provide complete banker information. A copy of the audited balance sheets shall be attached. Autonomous subdivisions of parent conglomerate businesses shall submit financial information related only to the particular activities of the subdivision.

Banker	Name of the banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

2. Summarise actual assets and liabilities for the previous five calendar years. Based upon known commitments, summarize projected assets and liabilities for the next two calendar years, unless the withholding of such information by stock market listed public companies can be substantiated by the Bidder.

Financial information	Actual: Previous five years					Projected: Next two years	
	5	4	3	2	1	1	2
1.Total Assets							
2.Curent assets							
3.Total liabilities							
4.Current liabilities							
5.Profits before taxes							
6.Profits after taxes							

3. Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in the BDS for ITB para 4.1 (a).

Source of financing	Amount
1.	
2.	
3.	
4.	

Attach audited financial statements—including, as a minimum, profit and loss account, balance sheet, and explanatory notes—for the last 3 years. If audits are not available, partnerships and firms owned by individuals may submit their balance sheets certified by a chartered accountant, and supported by copies of tax returns,

4. Abstract of Financial Capacities:

S. No	Financial Year	Annual Turnover (Rs.)	Net worth (Rs.)	Cash Profit (Rs.)
1	2009-10			
2	2008-09			
3	2007-08			
Average				

Certificate from the Statutory Auditor

In case the Bidder does not have a Statutory Auditor, it shall provide the certificates from its Chartered Accountant that ordinarily audits the annual accounts of the Bidder.

Note: Please attach printed Annual Financial Statements.

Form 2b

General Experience Record :

1. All individual firms must complete the information in this form with regard to the contracts generally. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed, at the end of the period reported. The annual periods should be calendar years, with partial accounting for the year up to the date of submission of applications. This form may be included for Subcontractors only if the Bid Data Sheet for ITB para 4.1 (a) explicitly permits experience and resources of (certain) Subcontractors to contribute to the Bidder's qualifications.

A brief note on each contract should be appended, describing the nature of the work, duration and amount of contract, managerial arrangements, purchaser, and other relevant details.

Use a separate page and number these pages.

Bidders should not enclose testimonials, certificates, and publicity material with their applications; they will not be taken into account in the evaluation of qualifications.

2.

S.No	Name of the Contract (Policy)	Client (Insured)	Number Insured	Number of Manpower	Policy Period		Total premium	Completed YES/NO
					From	To		

Form 2c - Similar Experience Record

Name of Bidder	
Use a separate sheet for each contract	
1	Number of policy
	Name of policy
2	Name of Insured
3	Insured's Address
4	Nature of similar policies and special features relevant to the contract for which the Bidding documents are issued
5	Insurer's role (check one) 1. Prime Insurer 2. Co-Insurer 3. TPA
6	Amount of the total / TPA / Co-Insurer's share (at completion, or at date of award for current insurance policies)
7	Equivalent amount: Total contract: Rs _____. Co-Insurance: Rs. _____. TPA share: Rs _____
8	Date of award / completion
9	Special contract requirements
10	Indicate the approximate present total contract value of work undertaken by TPA, if any, and the nature of such work.

Form 2d-Current Works in Progress

Name of the Bidder:

Bidders should provide information on their current commitments. Bidders should provide information on their current commitments. All contracts that have been awarded, or for which a letter of intent or acceptance has received, or for contracts approaching completion, but for

Name of insurance policy	Purchaser, contact address/tel/fax	Value of policy	Policy ending date	Average monthly premium receipts over last six months

which an unqualified, full completion certificate has yet to be issued.

Attachment T2

Description of methodology and proposed work plan for performing the assignment (or)

PROJECT PLAN

Attachment T3

Form 3a Personnel Capabilities

Name of the Bidder

For specific positions essential to contract management and implementation (and/or those specified in the Bidding Documents, if any), Bidders should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one Form 3b for each candidate.

Bidders may propose alternative management and implementation arrangements requiring different key personnel, whose experience records should be provided.

1	Title of position
	Name of prime candidate
2	Title of position
	Name of prime candidate
3	Title of position
	Name of prime candidate
4	Title of position
	Name of prime candidate

Form 3b-Candidates Summary

1.

Position		Candidate	
		Prime	Alternative
Candidate Information	Name of candidate	Date of Birth	
	Professional Qualifications		
Present Employment	Name of Employer		
	Address of Employer		
	Telephone	Contact (Manager/personal officer)	
	Fax	Telex	
	Job title of candidate	Years with present Employer	

2. Summarize professional experience over the last twenty years, in reverse chronological order.

Indicate particular technical and managerial experience to the project.

From	To	Company/project/position/relevant technical and management experience

Price Bid Form

[Location, date]

To:

Sir,

We the under signed, offer to provide the services for [title of the Bid] in accordance with your Bidding Document dated [date] and our proposal (Technical and Financial proposal). Our attached financial proposal is for the total sum of [amount in words and figures]. This amount is the sum of risk premium and administrative cost exclusive of the service tax.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal i.e.,[date].

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized signatory:

Name and Title of Signatory:

Name of Firm:

Address:

Attachment F1
Form F1-Cost Breakup Table

Item	Amount in Rupees without service tax
1. Risk premium for the entire contract period	Rs.
2. Administrative cost ceiling	Rs.
Total of 1 and 2	Rs.

Name of the Bidder:

Authorized Signatory of the Bidder:

LETTER OF ACCEPTANCE / AWARD

[Date]

TO: [Name of successful bidder]

[Address of successful bidder]

This is to notify you that your bid dated [enter date] for the execution of the [name of the contract as given in the bidding data] for the contract price of the equivalent of [amount in numbers and words, and name of currency/currencies], as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our agency. You are hereby required:

- (a) To submit the performance security / Performance Bank Guarantee [specify as provided in the bidding documents];
- (b) To sign the attached contract agreement and return [specify as provided in the bidding documents]; and
- (c) to commence execution of the said contract in accordance with ‘ The Contract’ documents.

Authorized signature.....

Name and title of signatory.....

Name of agency.....