



Department of Medical & Health, Government of Uttar Pradesh
U. P. Health Systems Strengthening Project
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INVITATION FOR QUOTATIONS
FOR SELECTION OF AGENCY FOR DEVELOPING STATE HEALTH MOBILE APP UNDER NATIONAL SHOPPING PROCEDURES

IFQ No. UPHSSP/IFQ/State Health Mobile App/2017-18/06

Date: 09-JUNE-2017

Sub: Invitation for Quotations for Selection of Agency for Developing State Health Mobile App

1. The Government of India (GOI) has received a credit of US \$ 152 Million equivalent (Credit No. 5033-IN) from the International Development Association (IDA) towards Uttar Health Systems Strengthening Project (UPHSSP). The IDA has agreed to fund the Project up to US \$ 152 Million over a period of 7 years. Under the Project the Department of Medical, Health & Family Welfare, Government of Uttar Pradesh (GoUP) has prepared detailed plans to strengthen the management capability of the Directorate of Health by strengthening various Cells in the Directorate of Medical & Health and to improve quality public service delivery by strengthening quality assurance cell in the Directorate of Medical & Health and NABH accreditation of the selected health facilities and by better engagement with the private sector.

The Government has decided to introduce a health mobile app for providing information to citizens, take their feedback on health services and to provide information to its employees, etc.

2. **The Project Director, UPHSSP** now invites sealed quotations from eligible bidders/agencies for "Development of State Health Mobile App"-

Sl. No.	Brief Description	Completion Period	EMD/Bid Security	Warranty against bugs and errors from the date of completion of initial testing , rollout and handing over of source code
01	Developing State Health Mobile App (Based on Android and iOS Platform)	151 Days	Rs. 38000/-	365 Days (01 Year)

3. **Service Provider's Bid:**

Eligible Bidders may submit their quotations on their letter head in the prescribed format as mentioned in **Annexure-C**.

4. **Format of Price Quotations:**

- a) The contract shall be for complete work as described in the TOR attached as **Annexure-A**. Corrections, if any, shall be made by crossing out, initialling, dating and re writing.
- b) All duties, taxes and other levies payable by the bidder under the contract shall be included in the total price.
- c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

- d) The rates should be quoted in Indian Rupees only.
- e) The rates quoted by the Bidder should be in the Format attached as **Annexure-B**.

5. Number of Quotations per Bidder:

Only one quotation per bidder shall be acceptable. In the event of receipt of multiple quotations from a single bidder all the quotations shall be deemed to be cancelled.

6. Date and Time for Submission of Quotation:

Last date of submission of sealed Quotations with relevant documents and Bid security shall be up to **24th June 2017 (till 02.00 pm)** at the address provided below.

7. Validity of Quotation:

Quotations shall remain valid for a period **not less than 180 days** after the date of submission of quotation.

8. Evaluation of Quotations:

The Purchaser will evaluate and compare the quotations determined to be substantially responsive i.e. which

- (a) are properly signed ; and
- (b) Confer to the terms and conditions specified in the TOR attached at **Annexure A**.
- (c) Bidder should be a legal entity and should submit necessary documents in support of constitution or legal status, place of registration, and principal place of business.
- (d) Bidder should submit an original written power of attorney of the signatory of the Bid to commit the Bidder.
- (e) Past performance of similar assignments/work orders duly supported with copies of Purchase/Work Orders and their **Completion Certificate** issued from the Purchaser. Performance Statement should be submitted as per format attached at **Annexure D**.
- (f) The minimum required annual Turnover for the Bidder in each of the last Three (03) financial years shall not be less than **Rs. 1.5 Crores**. The bidder shall submit its Audited Financial Statement/CA Certificate for last Three (03) financial years.
- (g) The successful Bidder should have completed at least one contract of similar nature of value not less than **Rs. 7.50 Lakhs** in any of the last Three (03) financial years. And, the total annual volume of contracts/services of similar nature executed should not be less than **Rs. 30.00 Lakhs** in each of the last Three (03) financial years.
- (h) EMD/Bid Security in form of D.D. / Bankers Cheques/ Bank Guarantee in favour of Project Director, UPHSSP payable at Lucknow as per para 2 above.

9. Notice regarding Corrupt and Fraudulent Practices

The World Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section A. In further pursuance of this policy, Agencies shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, agencies, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, quotation submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

Section A. World Bank Policy on Corrupt and Fraudulent Practices

“Fraud and Corruption:

- 1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), agencies, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, agencies or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts. In pursuance of this policy, the Bank:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
 - (b) will reject a proposal for award if it determines that the agency recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, agencies, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated subcontractor, consultant, supplier, or agency of an otherwise eligible firm being awarded a Bank-financed contract;
 - (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring agency, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, agencies, or suppliers, to permit the Bank to inspect all accounts, records, and other documents

relating to the submission of quotations and contract performance, and to have them audited by auditors appointed by the Bank.

10. Award of Contract:

The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price. The successful bidder shall furnish the performance security @ 10% of the contract value in form of Bank guarantee and shall **remain valid up to 90 days** after completion of warranty period.

9.1 Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

9.2 The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the purchase/work order.

11. Payment shall be made as per the schedule mentioned in the TOR.

12. Further information, if needed, can be obtained at the address given below during office hours i.e. from 10.30 Hrs to 17.00 Hrs (IST).

13. The Purchaser reserves the right to accept or reject any Bid/Quotation, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

**Project Director, UPHSSP
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Terms Of Reference (TOR) For Development of State Health Mobile APP

A. Objectives of the assignment

Primary objective of this assignment is to provide information to citizens on health services available in the State as well as take feedback from citizens on health services so that the health services can be improved. The App shall also furnish information to employees of the Medical, Health & Family Welfare employees for effective and timely implementation. The App shall also act as a reporting tool for senior health officers during supervision visits.

B. Scope of Work

The Scope of work of the Service Provider shall be as following:

- a) Health care facilities (HCF) and offices
 - i. HCF: There are about 173 District level hospitals, 773 Community Health Centres, 3692 Primary Health Centres.
 - ii. In addition, there are Additional Director offices in 18 Divisions and 75 CMOs in districts.
 - iii. The offices of DG, Medical & Health and DG, Family Welfare are located in Lucknow.
- b) These HCFs and offices are to be located in Google Maps.
- c) The mobile app shall have following types of users:
 - i. Citizen
 - ii. Patient
 - iii. Senior Officers
 - iv. Facility reporting officers
 - v. Employee/Officers.
- d) The mobile app (may be divided in two or three parts) shall have following sections (This is for indicative purpose only and will be finalized during development):

Menu option	User type	Remarks
Hospital(HCF) near me	Citizen	Using Google maps, hospitals (HCF) shall be indicated on Google map with address, timings and phone no. (different indicators for different types of hospitals (HCF))
		Direction to a hospital
		Filter on category of service
		Filter on type of hospital(HCF) (DH, CHC, PHC)
		Filter on specialization
Hospital(HCF) information	Citizen	Services available
		Beds in Emergency
		Beds in General Wards
		Beds in Private Wards
		Pathology tests conducted
		High-end pathology
		OPD on different specialization
		OPD roster
		Special programs
		How to avail a service and charges
		Obs & Gyn facility
		Surgery
		Medicine stock in main store
I am in a hospital(HCF)	Patient/Citizen	Patient/citizen feedback with geo-tagging of photos
	Patient	Problem faced in OPD
	Patient	Problem faced in IPD

	Citizen	Location of different OPD chambers, wards, offices, pathology, etc.
General information about facilities in hospitals(HCF)	Citizen	Services/facilities
		Forms
		Procedures
		Fee
		Timings
		Counselling services
		Immunisation schedule
Health related schemes	Citizen	Disease based Schemes
Hospital (HCF) reporting	Hospital (HCF) incharge	Daily reporting on OPD, IPD, Delivery, Major surgery, Minor surgery, Plaster, Cataract, Number of doctors absent, No. of other staff absent, misconduct by patient/relatives
Inspection Note	Senior Officer	Inspection checklist
Information to employees/ officers	Employees/ officers	GOs and circulars

- e) Web based application:
Web based application is to be developed to support mobile App. In addition, monitoring reports shall have to be developed. The application will be developed on Open source (MySQL/ PostgreSQL and Java/ PHP). This will have option for updation on Health Care Facility (HCF) details and services by HCF Reporting Officer.
- f) Mapping of hospitals (HCF) on Google Map:
List of offices and hospitals (HCF) shall be provided city-wise. These HCF and offices shall have to be mapped on Google Maps.
- g) The mobile app has to be bilingual i.e. English and Hindi (labels as well as data).
- h) The software should be able to work in off-line as well as in on-line mode. The data captured in off-line mode shall be transferred to the server whenever the connectivity is available.
- i) The software shall be developed using tools, libraries and native language which will be permitted by Google Play Store and Apple Play Store. The GUI shall adjust according to the Tablet or smartphone being used. The Mobile App should work on Android and iOS. The App should support Android version 4.4 and above.
- j) Training shall be provided to State level user on completion of each option of mobile App and on web application.
- k) Links to Health related relevant mobile apps provided by Govt. of India or any State Govt.
- l) Arrangement with Google Maps to use the facility for **two years**
- m) Software should comply with the STQC and State Health Data Centre security audit standards. It should also follow Mata Data and Data Standards of MoH&FW, GoI.

C. Agency/Firm's Experience

The Agency/Firm should have been in the business of providing web based and mobile based applications for last three years and should have a team of well qualified experts possessing relevant expertise.

D. Time period (only for indicative purpose)

	Activity	Period
1	Preparation of System Requirement Specification document	D1 – D7
2	Approval of System Requirement Specification	D8 - D10
3	Data on location of hospitals (HCF)/Offices of the Department	D10 – D30
4	Data on services available in Facilities	D15 – D45
5	HCF and offices on Google maps	D45
6	Rollout of complaint of patients/citizen	D61
7	Roll out of General information about facilities in hospitals(HCF)	D61
8	Roll out of Health related schemes	D61
9	Roll out of Hospital (HCF) reporting	D75
10	Roll out of Inspection Note	D75
11	Roll out of Information to employees/ officers	D75
12	Roll out of Hospital(HCF) near me	D85
13	Roll out of Hospital(HCF) information	D100
14	Roll out of I am in a hospital(HCF)	D125
15	Web based reports	D150
16	Source code handover	D151
17	Warranty of the system	D151 onwards for 365 days
18	Source code handover	D511
19	Maintenance of the application (optional)	

D1 is the Start Day; only working days to be considered.

E. Assistance/facilities to be provided to the Service Provider

The Project shall provide the following assistance/ facilities to the Service Provider:

- a) Data of all offices and facilities along with details to be displayed on mobile and web app
- b) Data of location of office and facilities for display on Google Maps
- c) Formats of forms for mobile app
- d) Report formats for generating reports from web application
- e) Credentials to upload mobile based application on Google Play Store and Apple Play Store
- f) Authorization to collect data from the Directorate of Medical & Health, Directorate of Family Welfare, NHM, UPHSSP, UPSACS and RSBY
- g) Approval on System Requirement Specifications and other documents provided by the Service Provider within stipulated time as agreed at the time of agreement

F. Output/Deliverables of the Service Provider

The Service Provider shall provide following output/deliverables:

- a) Submission of System Requirement Specification (SRS) Document.
- b) Android and iOS based mobile application for options described above for different types of users
- c) Web based application to support the above mobile application as well as reporting from the data captured
- d) The application shall use and store data in in Open Source (MySQL/ PostgreSQL and Java/PHP)
- e) Testing of the software on three months' data
- f) Training to Users at State level
- g) Warranty against bugs and errors during one year from the date of completion of initial testing and rollout

h) Source code of the software with documentation on completion of testing and at the end of warranty period

G. Payment Schedule

Payment shall be made against Invoices duly certified by UPHSSP. All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per current rate while making any payment. Payment would be made as per the following schedule:

%age of Total Contract/ Value	Milestones (Completion of all the activities in phased manner for each module and phase)
10 %	On submission and approval of System Requirement Specification (SRS) Document
20 %	Rollout of complaint of patients/citizen, General information about facilities in hospitals(HCF) & Health related schemes
30 %	Roll out of Hospital (HCF) reporting, Inspection Note & Information to employees/ officers
40 %	Roll out of Hospital (HCF) near me, Hospital (HCF) information, I am in a hospital(HCF), Web based reports & Source code handover

H. Reports to be submitted by the Service Provider are as following:

- a) System Requirement Specification document
- b) Report containing GPS co-ordinates of all Health Care Facilities upto PHC
- c) User Manual of the system
- d) System documentation

I. Review Meeting:

The assignment shall be reviewed, quarterly, by the following Committee:

- a) Project Director
- b) Additional Project Director
- c) Director, Medical Care, DGMHS, UP
- d) Director, CHC/PHC, DGMHS, UP
- e) Finance Controller, UPHSSP
- f) Assistant Director (IT), UPHSSP
- g) Assistant Director (Quality Assurance), UPHSSP

In addition, the Project team shall review the progress of implementation once in a month for first six months or as and when required.

PRICE QUOTATION *
(On the Letterhead of the Bidder)

Sl. No.	Description of Work/ Assignment	Total Quoted Amount (In INR)		Taxes (as applicable)	Grand Total (in INR)
		In figures	In words		
1	Developing State Health Mobile App (Based on Android and iOS Platform as per TOR)				

Note: Quoted Amount shall be exclusive of applicable Taxes and should be quoted separately. Evaluation will be done on Quoted Amount exclusive of Taxes.

Total Amount: Rs _____

We agree to deliver the above assignment in accordance with the TOR attached for a total contract price of Rs _____ (Amount in figures) or (Rs. _____ (amount in words) within the period specified in the Invitation for Quotations.

Date:

Place:

Signature with Seal of the Bidder

SERVICE PROVIDER's BID

(On the Letterhead of the Bidder)

To,

Project Director, UPHSSP
U. P. Health Systems Strengthening Project
Training Block-2,
State Institute of Health & Family Welfare
Block-C, Indira Nagar, Lucknow-226016 (U.P.)
Phone: 0522-2354318 Fax -0522-2340538.
Email: pd.hssp-up@gov.in

Sir/Madam,

Ref: - Selection of Agency for Developing State Health Mobile App on Android and iOS Platform.

1. We have read and understood the Invitation for Quotation (IFQ) along with Draft Contract Agreement in respect of the captioned Assignment as mentioned in the TOR.
2. We hereby agree and undertake as under:
 - a. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.
 - b. This Proposal is valid till _____ (At least 180 days from the date of submission of quotation).
 - c. Please find enclosed herein with the Bid Security in form of Demand Draft/Banker's Cheque/ Bank Guarantee bearing number _____ for **Rs. 38,000** /- (Rupees Thirty Eight Thousand only) drawn in favour of the 'Project Director , Uttar Pradesh Health System Strengthening Project' payable at Lucknow dated this ____ day of _____ 2017.
3. That as on the date of submission of this tender, there is no blacklisting/de-barement/de-listing orders that bars us from working with any Government Agency / Department on account of deficiency in service.

Name of the Bidder

Signature of Authorised Signatory

Name of the Authorised Signatory

Date: -

PERFORMANCE STATEMENT

LIST OF SIMILAR WORK EXECUTED PERTAINING TO DEVELOPMENT of MOBILE & WEB BASED APPLICATION IN LAST FIVE YEARS

Sl no.	Name of the Client with Address	E-mail Id	Description of Work/ Assignment	Value of Contract/ Assignment (In Rs.)	Starting Date	Completion Date

NOTE:

- a. Each of the above listed works/assignments shall be supported with the copy of work order & work completion certificate. Work completion certificate shall mention the nature of work, value of work completed.**
- b. Non disclosures of any information in the schedule will result in disqualification of the firm.**

If the company or Firm is divided among partners, the experience of the individual or new firm set up by the partners shall be considered provided past experience is subject to legal consent of individuals, partners or new firm set up by the partners.

Signature with Seal of the Bidder

BID SECURITY FORM

Bid Security (Bank Guarantee)
(On Rs. 100/- non-judicial stamp paper)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Bank's Name and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Purchaser]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Quotation No. *[IFQ number]* ("the IFQ").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid/Quotation during the period of validity of quotation specified by the Bidder in the Service Provider's Bid; or
- (b) having been notified of the acceptance of its Bid/Quotation by the Purchaser during the period of validity of quotation, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[Signature (s)]

Note: To be completed and submitted / uploaded as a part of the Bid/Quotation.

CONTRACT FORMS

1. CONTRACT AGREEMENT

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of ... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), and
- (2) *[insert name of Service Provider]*, a corporation incorporated under the laws of *[insert: country of Service Provider]* and having its principal place of business at *[insert: address of Service Provider]* (hereinafter called “the Service Provider”).

WHEREAS the Purchaser invited bids for certain ancillary services, viz., *[insert brief description of Services]* and has accepted a Bid by the Service Provider for the delivery of those Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency (ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Invitation for Quotation referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Service Provider, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Terms of Reference.
 - (c) The Price Quotation & Service Provider’s Bid.
 - (d) The Purchaser’s Notification of Award
 - (e) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]* in the presence
of *[insert identification of official witness]*

For and on behalf of the Service Provider

Signed: *[insert signature of authorized representative(s) of the Service Provider]* in the
capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Note: This form is for information of the bidder. It is not to be completed and submitted / uploaded as a part of the bid.

2. PERFORMANCE SECURITY
(On Rs. 100/- non-judicial stamp paper)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*
IFQ No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Service Provider]* (hereinafter called "the Service Provider") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the delivery of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Service Provider, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring the Service Provider to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Service Provider]

”

Note: This form is for information of the bidder. It is not to be completed and submitted / uploaded as a part of the bid.