

Department of Medical & Health
Government of Uttar Pradesh

**NATIONAL COMPETITIVE BIDDING DOCUMENT
FOR**

**Hiring of a Survey Agency for assessment of fire equipment
& civil alteration for fire NOC for 51 Government District Hospitals of Uttar Pradesh**

Bid Ref. No. : UPHSSP//SURVEY AGENCY FOR FIRE FIGHTING/2016-17/01



Project Director
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
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Bid Reference : UPHSSP//SURVEY AGENCY FOR FIRE
FIGHTING/2016-17/01

Date of commencement of
sale of bidding document : 26th December, 2016

Date of Pre-bid meeting : 13th January, 2017 at 3:00 PM

Last date of sale of bidding document : 29th January, 2017

Last Date & Time for receipt of Bids : 30th January, 2017 at 2:00 PM

Time & Date of Opening of Bids : 30th January, 2017 at 2:30 PM

Place of bid submission : UP Health System Strengthening Project
Training Block-2, SIHFW Campus
C- Block, Indira Nagar,
Lucknow – 226016 (UP)

Place of Opening of Bids : UP Health System Strengthening Project
Training Block-2, SIHFW Campus
C- Block, Indira Nagar,
Lucknow – 226016 (UP)

Address for communication : Project Director,
UP Health System Strengthening Project
Training Block-2, SIHFW Campus
C- Block, Indira Nagar,
Lucknow – 226016 (UP)

Invitation for Bids (IFB)
National Competitive Bidding (NCB)

Contract Identification No: UPHSSP//SURVEY AGENCY FOR FIRE FIGHTING/2016-17/01
World Bank/ IDA Credit No: **5033-IN**

1. The Govt. of India has received a credit (Credit No.: **5033-IN**) from the International Development Association (IDA) towards Uttar Pradesh Health Systems Strengthening Project and it is intended that part of the proceeds of the credit (US\$ 152 Million) will be applied to eligible payment under the contract for which this invitation of Bid is issued. Bidding is open to all bidders from eligible source countries as defined in the Guidelines.
2. The Project Director, UPHSSP now invites sealed bids for Hiring of Survey Agency for assessment of fire equipment & civil alteration for fire NOC from eligible Survey Agency. The 51 district hospitals where survey work is to be carried out are specified in the Bid Data Sheet (BDS).
3. Bidding will be conducted through National Competitive Bidding (NCB) procedures agreed with World Bank and the provisions specified in the World Bank's Guidelines of procurement of goods and service under IBRD Loans and IDA Credits.
4. The contract period will be for 4 months and renewal for further two months shall be based on need for extension subject to satisfactory performance on same terms and conditions
5. The Bidder has to offer survey fee/charges inclusive of all expenses exclusive of Service Tax for each hospital given in the price bid schedule. The bid evaluation will be on the basis of all hospital cumulative charges and contract will be awarded to the substantially responsive Bidder offering the lowest evaluated price for all hospitals.
6. Survey Agency shall meet the minimum qualification criteria as stated in the bidding document. Survey Agency would need to submit the Bid Cost in the form of Demand Draft and Bid Security in the form of Fixed Deposit Receipt (pledged in favour of Project Director) or Bank Guarantee of scheduled bank to be kept in separate sealed envelope attached with the sealed bid document envelope, failing which the Survey Agency's bid would be treated as "**Non Responsive**".
7. Interested eligible bidders may obtain further information from the office of Project Director; UPHSSP and bid document will be available for view and download on the project website www.uphssp.org.
8. A pre-bid meeting will be held on 13th January, 2017 at 3:00 PM at the office of Project Director, Uttar Pradesh Health Systems Strengthening Project, Training Block -2 , SIHFW Campus, C Block, Indira Nagar, Lucknow – 226016 to clarify the issues and to answer questions raised by the prospective bidders on any issue related with the bid document.

9. Bid document may be purchased from the office of the Project Director on any working day between 10:00 AM to 4:00 PM **till 29th January, 2017** on payment of Rs. 1050/- (Rupees One Thousand & Fifty Only) (non-refundable which is inclusive of VAT & SAT) through Demand Draft drawn in favour of Project Director, UPHSSP payable at Lucknow. The Bid document requested by mail will be dispatched through speed post on payment of an extra amount of Rs. 500/- (Rupees Five Hundred Only) along with bid fees of Rs. 1050/- (Rupees One Thousand & Fifty Only). UPHSSP will not be responsible for postal delay, if any, in the delivery of the document or non-receipt of the same. Bid document can also be downloaded from the website <http://uphealth.up.nic.in> and <http://uphssp.org>. However, if the bid is submitted on the document downloaded from the website, the Survey Agency shall include a Bank Draft payable at Lucknow for Rs. 1050/- (Rupees One Thousand & Fifty Only) (non-refundable which is inclusive of VAT & SAT) in favour of Project Director, UPHSSP towards the fees of the bidding document in a separate envelope. **Non-payment of the bid fee before bid submission will be a reason for declaring the bid as Rejected Bid.**

10. The bid will be valid for a period of 180 days after bid submission date.

11. Bids accompanied by the required bid security as indicated in the Bid Data Sheet (BDS) must be delivered to the Project Director, Uttar Pradesh Health Systems Strengthening Project (UPHSSP), Training Block -2, SIHFW Campus, C-Block, Indira Nagar, Lucknow – 226016 (UP, India) on or before 30th January 2017, 2:00 PM.

12. The bids will be opened on 30th January 2017, at 2:30 PM in the presence of Survey Agency's for Fire Fighting representatives (one individual) who choose to attend the bid opening.

13. In the event of specified date for the submission of bids being declared a holiday for the Purchaser's office, the due date for submission and opening will be the next working day at the same time.

Project Director
UPHSSP
Uttar Pradesh Health Systems Strengthening Project
Training Block -2 , SIHFW Campus, C Block, Indira Nagar, Lucknow - 226016

Table of Contents

Part I – Bidding Procedures

Section I. Instructions to Bidders
Table of Clauses

Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 The Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is **provided in the BDS**.
- 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS**.
- 2. Source of Funds**
- 2.1 The Borrower, as **defined in the BDS**, intends to apply part of the funds of a loan from the World Bank, **as defined in the BDS**, towards the cost of the Project, **as defined in the BDS**, to cover eligible payments under the Contract for the Services. Payments by the World Bank will be made only at the request of the Borrower and upon approval by the World Bank in accordance with the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. Except as the World Bank may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Loan Agreement or have any rights to the loan proceeds.
- 3. Corrupt or Fraudulent Practices**
- 3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. ¹ In pursuance of this policy, the Bank:
- defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice"² 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"³ 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"⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions

1 In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

2 For the purpose of these SBDs, "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

3 For the purpose of these SBDs, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

of another party;

(iv) “coercive practice”⁵ 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 para. 1.14 (e) of the Bank’s Procurement Guidelines.

(1.a) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(1.b) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(1.c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and

(e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank Loan, requiring bidders, suppliers, contractors and Agency to permit the Bank to inspect their accounts and records

4 For the purpose of these SBDs, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

5 For the purpose of these SBDs, “party” refers to a participant in the procurement process or contract execution.

and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

4. Eligible Bidders

4.1 This Invitation for Bids is open to all bidders from eligible countries as defined in the Procurement Guidelines. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries.

4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the Agency or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Borrower to provide Agency Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.

4.3 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.

4.4 The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.

4.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Sub-Clause 3.1.

5. Qualification of the Bidder

5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and

documents with their bids in Section IV, unless otherwise **stated in the BDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last five years;
- (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Employer to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together

with a copy of the proposed agreement;

- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount **specified in the BDS;**
- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS;**
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS;**
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS.**

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS.**

6. One Bid per Bidder

6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

7. Cost of Bidding

7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be

responsible or liable for those costs.

8. Site Visit

8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

9. Content of Bidding Documents

9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Bidding Forms
Section IV	Eligible Countries
Section V	Activity Schedule
Section VI	General Conditions of Contract
Section VII	Special Conditions of Contract
Section VIII	Performance Specifications and Drawings (if Applicable)
Section IX	Contract Forms

9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the **BDS**.

10. Clarification of Bidding Documents

10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

11. Amendment of Bidding Documents

11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

- 12. Language of Bid**
- 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in the language **specified in the BDS**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 13. Documents Comprising the Bid**
- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
 - Bid Security;
 - Priced Activity Schedule;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited;
- and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.
- 13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract
- 14. Bid Prices**
- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 14.3 All duties, taxes, and other levies payable by the Survey Agency under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.
- 14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6

of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

15. Currencies of Bid and Payment

15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:

- (a) for those inputs to the Services which the Bidder expects to provide from within the Employer's country, the prices shall be quoted in the currency of the Employer's country, unless otherwise **specified in the BDS**; and
- (b) for those inputs to the Services which the Bidder expects to provide from outside the Employer's country, the prices shall be quoted in up to any three currencies of any member country of the Bank.

15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.

15.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1.

16. Bid Validity

16.1 Bids shall remain valid for the period **specified in the BDS**.

16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 17 in all respects.

16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

17. Bid Security

17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.

17.2 The Bid Security shall be in the amount **specified in the BDS**

and denominated in the currency of the Employer's Country or a freely convertible currency, and shall:

- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
- (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Employer's Country, it shall have a correspondent financial institution located in the Employer's Country to make it enforceable.
- (c) be substantially in accordance with one of the forms of Bid Security included in Section IX, Contract Forms, or other form approved by the Employer prior to bid submission;
- (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.

17.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
- (b) if the successful Bidder fails to:
 - (6.a.i)** sign the Contract in accordance with ITB Clause 34;
 - (6.a.ii)** furnish a Performance Security in accordance with ITB Clause 35.

17.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future

partners as named in the letter of intent to constitute the JV.

18. Alternative Proposals by Bidders

- 18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.
- 18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.
- 18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.
- 18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

19. Format and Signing of Bid

- 19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.
- 19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

20. Sealing and Marking of Bids

- 20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".

20.2 The inner and outer envelopes shall

- (a) be addressed to the Employer at the address **provided in the BDS;**
- (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**

20.3 In addition to the identification required in ITB Sub-Clause 20.2, 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 ITB Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Submission of Bids

21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS.**

21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

22. Late Bids

22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.

23. Modification and Withdrawal of Bids

23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.

23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

23.3 No Bid may be modified after the deadline for submission of Bids.

23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.

23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

- 24. Bid Opening**
- 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.
- 25. Process to Be Confidential**
- 25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.
- 25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.
- 26. Clarification of Bids**
- 26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but 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 Employer in the evaluation of the bids in accordance with ITB Clause 28.
- 26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

- 26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.
- 27. Examination of Bids and Determination of Responsiveness**
- 27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.
- 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 28. Correction of Errors**
- 28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.5(b).
- 29. Currency for Bid Evaluation**
- 29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) to either:
- (a) the currency of the Employer's country at the selling rates established for similar transactions by the authority **specified in the BDS** on the date **stipulated in the BDS**;
- or**
- (b) a currency widely used in international trade, such as the U.S. dollar, **stipulated in the BDS**, at the selling rate of

exchange published in the international press as **stipulated in the BDS** on the date **stipulated in the BDS**, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITB Sub-Clause 29.1 (a) above on the date **specified in the BDS** for the amount payable in the currency of the Employer's country.

- 30. Evaluation and Comparison of Bids**
- 30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.
- 30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- (a) making any correction for errors pursuant to ITB Clause 28;
 - (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;
 - (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
 - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.
- 30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.
- 30.4 The estimated effect of any price adjustment conditions under Sub-Clause 7.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
- 31. Preference for Domestic Bidders**
- 31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

F. Award of Contract

- 32. Award Criteria**
- 32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

- 32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.
- 33. Employer’s Right to Accept any Bid and to Reject any or all Bids**
- 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, 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 Employer’s action.
- 34. Notification of Award and Signing of Agreement**
- 34.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Survey Agency in consideration of the execution, completion, and maintenance of the Services by the Survey Agency as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).
- 34.2 The notification of award will constitute the formation of the Contract.
- 34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.
- 34.4 Upon fulfillment of ITB Sub-Clause 34.3, the Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and that their bid security will be returned as promptly as possible.
- 34.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder.
- 35. Performance Security**
- 35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder’s option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the

agreement of the Employer directly by a foreign bank acceptable to the Employer.

35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.

35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

**36. Advance
Payment and
Security**

36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.

37. Adjudicator

37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

Section II. Bidding Data Sheet

Instructions to Bidders Clause Reference

A. General	
1.1	<p>The Employer is</p> <p>Project Director, U.P. Health Systems Strengthening Project, Training Block-2, SIHFW Campus, Block-C, Indira Nagar, Lucknow-226016 (U.P.)</p> <p>The name and identification number of the Contract is</p> <p>Name : Hiring of a Survey Agency for assessment of fire equipment & civil alteration for fire NOC for 51 Government District Hospitals of Uttar Pradesh Survey Agency Identification number: SURVEY AGENCY UPHSSP//SURVEY AGENCY FOR FIRE FIGHTING/2016-17/01</p>
1.2	<p>The contract period will be for 4 months (For submission of final drawings and reports etc as per Scope of Work); and renewal for further 2 months shall be based on satisfactory performance on same terms and conditions, if needed by the Project.</p>
2.1	<p>The Borrower is Government of India The Project is Uttar Pradesh Health Systems Strengthening Project The loan/credit number is 5033-IN</p>
5.2	<p>Prequalification is not been undertaken</p>
5.3	<p>The Qualification Information and Bidding forms to be submitted are as follows: (Attach relevant Document)</p> <p>(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;</p> <p>(b) total monetary value of Services performed for each of the last three years;</p> <p>(c) experience in Services of a similar nature and size for each of the last three years (2013-14, 2014-15 & 2015-16) and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;</p> <p>(d) qualifications and experience of key technical personnel proposed for the Contract;</p> <p>(e) ITRs, profit and loss statements and auditor's reports with Balance Sheet for the past three years (2013-14, 2014-15 & 2015-16);</p> <p>(f) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);</p> <p>(g) authority to the Employer to seek references from the Bidder's bankers;</p> <p>(h) information regarding any litigation, current or during the last three years (2013-14, 2014-15 & 2015-16), in which the Bidder is involved, the parties concerned, and disputed amount; and</p> <p>(i) proposals for subcontracting components of the Services amounting to more than 10</p>

	percent of the Contract Price – THIS CLAUSE IS NOT APPLICABLE & SHOULD BE CONSIDERED DELETED (j) The Survey Agency should be reputed and experienced organization having adequate technical staff and equipments to conduct the job within given time frame. Bidder should submit at least two work orders of similar nature and of value not less than INR 15 lakhs each. (Attach relevant Document)
5.4	NOT APPLICABLE
5.5(a)	The minimum required annual volume of Services for the successful / substantially responsive Bidder in any of the last three financial years [2013-14, 2014-15 & 2015-16] should be INR 30,00,000 /- (Rupees Thirty Lacs only) . (Attach relevant Document)
5.5(b)	Experience as prime contractor in the provision of at least two contracts of a nature, complexity and value 15 lacs each or more of jobs mentioned for which is being applied by the bidder; over the last three years. (Attach relevant Document)
5.5(c)	NOT APPLICABLE
5.5(e)	<ul style="list-style-type: none"> i. The Bidder must have all valid statutory registrations in place service tax registration, TIN Number, Permanent Account Number (PAN) of the Income Tax Department, Labour Registration Certificate, EPF& ESI certificates. ii. The bidder company/Contractor should have character certificate issued By District Magistrate /competent authority iii. The Bidder should not have been barred/blacklisted by the Government of Uttar Pradesh, any other State Government or Government of India from participating in any project, and also if such bar/blacklisting subsists as on the Proposal Due Date, the bidder would not be eligible to submit the proposal, either individually or as member of Joint Venture (JV). The bidder or each JV member, as the case may be, shall have to submit a notarized affidavit to this effect as per format given in section-IX as part of the Qualification Criteria. Also any entity/bidder/JV Member which has been punished for any offence or the Director/President/Chairperson/Trustee of that entity is convicted for any offence or against whom any criminal cases is/are pending before competent court, shall not be eligible to submit the proposal. The bidder or each member of JV, as the case may be, shall have to submit a notarized affidavit to this effect as per affidavit format given in section-IX as part of the Qualification Criteria. . If it was found that the bidder had submitted a false affidavit the bid will be deemed void (rejected) and due legal / penal proceedings shall be initiated against the bidder.
5.6	Subcontractors' experience shall not be taken into account.
B. Bidding Data	

9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be two (one original and one copy)
C. Preparation of Bids	
12.1	Language of the bid: <i>“English”</i>
13.1	The additional materials required to be completed and submitted are: a) Name, address, PAN and ward / circle where they are being assessed of the Directors of the Bidding Company. b) Registration details of the company under VAT, local and Central Sales Tax, Service Tax and other laws as may be applicable (Attach relevant Document)
14.4	The Contract <i>“is not”</i> subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.
15.1	Local inputs shall be quoted in <i>‘Indian Rupees’</i>
16.1	The period of Bid validity shall be 180 days from the date of submission of the bid.
17.1	The Bidder shall provide <i>‘Bid security’ in the form of Bank Guarantee or FDR in favor of the Project Director, UPHSSP</i>
17.2	The amount of Bid Security shall be INR 80,000/- only
18.1	<i>Alternative or substitute bids shall not be permitted.</i> Bidder shall quote only one price for each of the line items indicated in the price schedule. If more than one price is quoted for any of the line items, the bid will be rejected for that schedule.
18.2	An alternative time for completion is not permitted.
18.4	Alternative technical solutions shall be permitted for the following parts of the Services: THIS CLAUSE IS NOT APPLICABLE & SHOULD BE CONSIDERED DELETED
D. Submission of Bids	
20.2	The Employer’s address for the purpose of Bid submission is <i>Project Director, U.P. Health System Strengthening Project, Training Block-2, SIHFW Campus, Block – C, Indira Nagar, Lucknow-226016. U.P.</i> For identification of the bid the envelopes should indicate: Contract Name: Survey Agency Hiring of a Survey Agency for assessment of fire equipment & civil alteration for fire NOC for 51 Government District Hospitals of Uttar Pradesh Identification number: UPHSSP/SURVEY AGENCY FOR FIRE FIGHTING/2016-17/01
21.1	The deadline for submission of bids shall be <i>dated 30th January 2017 (2:00 pm)</i> <i>U.P. Health System Strengthening Project, Training Block-2, SIHFW Campus, Block – C, Indira Nagar, Lucknow-226016. U.P.</i>
E. Bid Opening and Evaluation	
24.1	Bids will be opened on 30 th January 2017 at 02:30 PM of the day of bid submission at the following address <i>Project Director, U.P. Health System Strengthening Project, Training Block-2, SIHFW Campus, Block – C, Indira Nagar, Lucknow-226016. U.P.</i>
29.1	Currency chosen for the purpose of converting to a common currency. <i>‘Indian National Rupees’</i>
F. Award of Contract	
35.0	The Performance Security acceptable to the Employer shall be the in the Standard Form

	<i>of “Bank Guarantee” A Bank Guarantee for an amount of 10% of the contract price (in favour of Project Director UPHSSP) it should be valid for 6 months from the date of signing of contract.</i>
36.1	The Advance Payment shall not be allowed.
37.1	The Adjudicator proposed by the Employer whenever required under the provision of prevailing Indian Law, who will be paid Rs. 5000/day, plus TA/DA as applicable. The above fee & TA, DA will be borne by both Employer & Agency equally.

Section III. Bidding Forms

Table of Forms

Survey Agency's Bid

[date]

To: [name and address of Employer]

Having examined the bidding document, we offer to execute the [name and identification number of Contract] in accordance with the Conditions of Contract, specifications and activity schedule accompanying this Bid.

	Price (Gross Total Cost excluding taxes) for taking up work as Survey Agency for assessment of fire equipment & civil alteration for fire NOC for 51 Government District Hospitals of Uttar Pradesh as per Scope of Work/Terms of Reference (Annexure A)
GRAND TOTAL (in words)	
GRAND TOTAL (in numbers)	

We accept the appointment of [name proposed in the Bidding Data Sheet] as the Adjudicator.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Note: The price quoted by the bidder shall be exclusive of Service Tax

< bidders are required to mention Hospital-wise Survey Charges including all expenses but excluding Service Tax, if applicable in Survey Agency Bid>

Table no. 1

S. No.	Name of the Hospital	Installed Bed Strength of the Hospital	Total Approximate Hospital Cleaning Area (Sq. Mt.) i.e. Building Covered area and close surrounding open area.	Lump Sum Survey Price inclusive of all expenses, exclusive of Service Tax for each hospital	
				(In Rupees)	(In Words)
1	2	3	4	(In Rupees)	(In Words)
1	SBD District Hospital (Male) Saharanpur	296	41400		
2	District Hospital (Female) Saharanpur	110	14994		
3	District Hospital (Male), Meerut	250	15881		
4	District Hospital (Female) Meerut	126	18500		
5	District Hospital (Female) MuzaffarNagar	100	7356		
6	M.M.G. Chikitsalaya, Ghaziabad (Dist hosp, Male, Ghaziabad)	166	8049		
7	District Hospital (Male) Bareilly	325	16126		
8	District Hospital (Male) Moradabad	187	21595		
9	District Hospital (Male) Rampur	150	27388		
10	District Hospital (Male) Badaun	234	14863		
11	District Hospital (Combined) Etawah	120	23680		
12	District Hospital (Male), Agra	128	12337		
13	District Hospital (Female) Agra	200	24451		
14	District Hospital (Male) Mainpuri	100	4428		
15	Pt. Deen Dayal Upadhyay Joint Hospital Aligarh	100	24000		
16	Vrindavan Hospital Mathura	100	15426		
17	District Hospital (Male), Firozabad	224	13577		
18	UHM Hospital Kanpur	416	23463		
19	A.H.M. Mahila Chikitsalaya, Kanpur	210	8593		
20	District Hospital (Combined) Kannauj	100	6400		
21	District Hospital (Male) Hamirpur	68	10406		
22	District Hospital (Male) Fatehpur	118	7542		
23	District Hospital (Male) Banda	103	7123		
24	District Hospital (Male) Jhansi	156	16620		

25	Veerangana Jhalkari Bai Mahila Chikitsalaya, Lucknow	70	1641		
26	Veerangna Avanti Bai Hospital Lucknow	226	33372		
27	Dr Shyama Prasad Mukherji Hospital Lucknow	324	19939		
28	Balrampur Hospital Lucknow	656	30020		
29	Lokbandhu Raj Narayan Sanyukt Chikitsalaya, Lucknow	100	12511		
30	Rani Laxmi Bai Sanyukt Chikitsalaya, Lucknow	110	16210		
31	District Hospital (Female) Unnao	60	24300		
32	District Hospital (Female) Hardoi	64	6473		
33	District Hospitals (Female) Raebareilly	101	4218		
34	District Hospital (Male) Faizabad	212	15733		
35	Shri Ram Chikitsalaya, Ayodhya, Faizabad	151	10320		
36	District Hospital (Male) Bahraich	201	16127		
37	District Hospital (Male) Gonda	174	16351		
38	Mahatama Jyotibha Phule Hospital (Combined) Ambedkar Nagar	100	37932		
39	District Hospital (Male) Sultanpur	160	9291		
40	District Hospital (Combined) Jaunpur	185	7500		
41	District Hospital (Male) Mirzapur	155	7981		
42	TB Sapru Hospital Allahabad	199	99018		
43	District Hospital (Female) Allahabad	146	13488		
44	Pt Deen Dayal Upadhyaya Hospital Varanasi	250	31116		
45	S.S.P.G. Chikitsalaya, Varanasi	286	7096		
46	District Hospital (Male) Gorakhpur	305	17947		
47	District Hospital (Combined) Kushinagar	100	23211		
48	OPEC Hospital Basti	300	70391		
49	District Hospital (Male), Azamgarh	312	24231		
50	District Hospital (Female), Azamgarh	100	8125		
51	District Hospital (Combined), Gautam Budh Nagar	175	14200		
	Total				

Note:

- 1- Bid will be evaluated for all hospital together and Bidder found substantially responsive and lowest quote for all hospitals together will be awarded the contract.

- 2- Bid price will be inclusive of all i.e. manpower cost, material cost, travel expenses, other expenses and Survey Agency's profit.
- 3- The area indicated above is just an approximate assessment, the increase or decrease in above area will not affect the payable amount to Survey Agency.
- 4- Bidder shall measure the actual area and provide drawings and report as per the Scope of Work/Terms of Reference.
- 5- Payment of fee will be made for actual number of hospitals where work has been done.
- 6- Service Tax, if applicable, will be paid extra

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Qualification Information

1. **Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
 Principal place of business: *[insert]*
 Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS: *[insert]*
- 1.3 Services performed as prime Survey Agency for fire fighting on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Survey Agency's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.4(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.4(e) and GCC Clause 9.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

- 1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

Sections of the	Value of	Subcontractor	Experience in providing
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Services	subcontract	(name and address)	similar Services
(a)			
(b)			

- 1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.
 - 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.
- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
 - 2.2 The information in 1.12 above shall be provided for the joint venture.
 - 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
 - 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
 - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture;

and

- (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

- 3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

Letter of Acceptance
[letter head paper of the Employer]

[date]

To: *[name and address of the Survey Agency]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

The Project proposes to nominate _____ as an Adjudicator as per the clauses of the Bid Document and your confirmation/ acceptance is requested for his nomination.

It is also to mention that kindly submit the required Performance Security separately for each hospital in the form of Bank Guarantee from scheduled bank in favour of contract signing authority valid for a period of 15 months from the date of signing of agreement for the value mentioned in the table above, latest by dd/mm/yyyy.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract

Form of Contract

[letterhead paper of the Employer, to be executed after Award of Contract]

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *Uttar Pradesh Health Systems Strengthening Project or its authorized representatives* (hereinafter called the "Employer") and, on the other hand, *[name of Survey Agency for fire fighting]* (hereinafter called the "Survey Agency for fire fighting").

WHEREAS

- (a) the Employer has requested the Survey Agency for fire fighting to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Survey Agency for fire fighting, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received a credit from the International Development Association (hereinafter called the "Association") towards the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood (i) that payments by the Bank will be made only at the request of the Employer and upon approval by the Bank , (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan , and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan or have any claim to the loan proceeds; NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Survey Agency's Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices:

Appendix A: Not used

2. The mutual rights and obligations of the Employer and the Survey Agency for fire fighting shall be as set forth in the Contract, in particular:

- (a) the Survey Agency for fire fighting shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Employer shall make payments to the Survey Agency for fire fighting in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

[Authorized Representative]

For and on behalf of *[name of Survey Agency for fire fighting]*

[Authorized Representative]

Bid Security (Bank Guarantee)

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

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

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

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) 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 during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (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)]

Bid-Securing Declaration

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

Date: _____
Bid No.: _____
Alternative No.: _____

To: _____

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of _____ starting on _____, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: _____

In the capacity of: _____

Name: _____

Duly authorized to sign the bid for and on behalf of: _____

Dated on _____ day of _____, _____

Corporate Seal (where appropriate)

Section-V: Activity Schedule

Survey Agency for fire fighting

Qualification and Team composition:

Essential:

1. Survey agency should have experience of about 15 years in the area of fire safety system audit and installation in the government and known private organizations which includes expertise in make design, drawing, rate analysis, Bill of Quantity for Hospital Projects in hospital fire safety in last 10 years(inclusive in the whole experience).
2. Firm must possess ISO 9001:2000 certification.
3. **Team composition:**
 - ❖ Team will include a team leader which must have the experience of 15 years in the field of fire safety.
 - ❖ It may have 2-3 members (for each site). They must possess the knowledge of civil engineering and fire safety standards adheres to international standards laid down by NFPA / B.S. as well as rules & regulations of NBC in the hospital/healthcare institutions.
 - ❖ Team/firm must have person(s) who have sound knowledge of Auto CAD for updating in the soft copy and hard copies thereby.
 - ❖ The firm must have employed one BE Mechanical and one BE Electrical with minimum 10 years of experience in design and consultation of Building Projects.

Preferable:

- ❖ Team having an Architect possessing M.Arch or equivalent and having hospital designing experience.
- ❖ Firm having membership of FPAI/FSAI etc.

Work duration:

The assignment is proposed for a time bound period. The entire work should be completed within 120 days from the indent for all health facilities.

Terms of Reference for Assessment Of Fire Safety

As per the NABH guideline all the hospitals applying for NABH Accreditation must have a NOC for Fire from District Fire Officer. This activity can be divided into 2 steps-

Activity 1: Assessment of the facility to identify the requirement of equipment and civil work to be done and formation of the bill of quantity for cost estimation in order to acquire No Objection Certificate (NOC) for Fire safety of that particular facility.

Activity 2: Installation of required Equipment and civil work.

This TOR focuses on activity 1 i.e. Assessment of the facility to identify the requirements

Objectives:

1. To describe the type and scheme for detection, abatement, confinement and extinguishing of fire for various areas as per National Building Code / IS 2190 guidelines.
2. To establish the capacity / numbers of various components for Fire protection system conforming to code of practice.
3. Preparation of BOQ to specify general description and specification of fire prevention, and protection system, criteria for selection and sizing of equipment and accessories, material specification, and measures to be taken for fire safety duly approved by DFO.
4. To prepare a detailed estimate of the equipment and minor civil repairs including the cost incurred in the logistic cost and installation cost/manpower required and forcivil work breakup of the cost in terms of civil construction with manpower/no. of days/logistics required
5. Prepare a fire safety plan of the hospital.
6. Obtain approval from District Fire Officer on proposed BOQ for the fire safety system installation.

Terms of Reference:

- Surveyor will be responsible for inspecting all the 51 facilities to access the requirement as per the fire safety guidelines (National Building Code- Section 4 & IS 2190) and availability of the same in the facility.
- Surveyor will consult and discuss with the Director/SIC or CMS to access the feasibility of suggestions and give an alternative in case of non-feasibility of any proposal.
- Surveyor will give a detailed assessment report in terms of numbers/ capacity and place of fire safety equipment required for a particular hospital.
- The surveyor will acknowledge the existing system and equipment in the hospital and will include the same during the preparation of the BOQ of the fire system equipment and civil works.
- Surveyor will give a compiled assessment report/ master Sheet in terms of total numbers of fire safety equipment required with place for installation for all the accessed facilities.
- Surveyor will get the recommendations/ BOQ approved by District Fire Officer of the area so that after the installation based on suggestions, fire NOC can be availed.
- A pre-assessment checklist will be developed by the surveyor based on National Guidelines for fire safety (National Building Code- Section 4 & IS 2190)
- Surveyor will take all necessary measurements and/or calculations in order to properly determine compliance and to correctly recommend corrective actions.
- Surveyor will prepare a detailed fire exit plan for the entire facility based on the layout provided by client.
- Provide cost of equipment both item wise and hospital wise so that second activity can be processed.
- After review, the surveyor will immediately submit the reports to the UPHSSP.
- Surveyor will give an update on list of facilities accessed on weekly basis.

- Surveyor will provide a report of findings, recommendations for corrective actions where required and timeframes where necessary for each facility.
- Coordination with facility, travel to and from the facility and Health and Safety issues for the assessment team will be the responsibility of the Surveyor.

Deliverables:

Hospital wise assessment sheet having number, type, places of installation, specification of equipment duly approved by the DFO of the concerned area.

1. **For Equipment:** detailed cost of the equipment with logistic cost and installation cost/manpower required.
2. **For civil work:** Breakup of the cost in terms of civil construction with manpower/no. of days/logistics required.
3. Compiled assessment report/ master sheet in terms of total numbers of fire safety equipment required with place of installation of equipment and proposed civil work details on map provided by UPHSSP for all the 51 accessed facilities.
4. Fire exit plan in soft and hard copy (2 copies) (Auto CAD) for 51 facilities.

Assistance and facility to be provided by the UPHSSP/CMS of the particular hospital to the Firm:

- UPHSSP will provide the soft copy of the maps of the hospitals in Autocad version.
- An authorization letter to all CMS of the 51 hospitals (list attached) for facilitating the consultant for carrying out the assignment in the hospital.
- Provide liasoning with the CMS/Hospital manager as and when required.
- The project/CMS will provide the entire premises for the execution of the work.

List of Hospitals where survey work is to be done

S. No.	Name of the Hospital	Bedded	Total Approximate Hospital Cleaning Area (Sq. Mt.) i.e. Building Covered area and close surrounding open area.
1	2	3	4
1	SBD District Hospital (Male) Saharanpur	296	41400
2	District Hospital (Female) Saharanpur	110	14994
3	District Hospital (Male), Meerut	250	15881
4	District Hospital (Female) Meerut	126	18500
5	District Hospital (Female) MuzaffarNagar	100	7356
6	M.M.G. Chikitsalaya, Ghaziabad (Dist hosp, Male, Ghaziabad)	166	8049
7	District Hospital (Male) Bareilly	325	16126
8	District Hospital (Male) Moradabad	187	21595

9	District Hospital (Male) Rampur	150	27388
10	District Hospital (Male) Badaun	234	14863
11	District Hospital (Combined) Etawah	120	23680
12	District Hospital (Male), Agra	128	12337
13	District Hospital (Female) Agra	200	24451
14	District Hospital (Male) Mainpuri	100	4428
15	Pt. Deen Dayal Upadhyay Joint Hospital Aligarh	100	24000
16	Vrindavan Hospital Mathura	100	15426
17	District Hospital (Male), Firozabad	224	13577
18	UHM Hospital Kanpur	416	23463
19	A.H.M. Mahila Chikitsalaya, Kanpur	210	8593
20	District Hospital (Combined) Kannauj	100	6400
21	District Hospital (Male) Hamirpur	68	10406
22	District Hospital (Male) Fatehpur	118	7542
23	District Hospital (Male) Banda	103	7123
24	District Hospital (Male) Jhansi	156	16620
25	Veerangana Jhalkari Bai Mahila Chikitsalaya, Lucknow	70	1641
26	Veerangna Avanti Bai Hospital Lucknow	226	33372
27	Dr Shyama Prasad Mukherji Hospital Lucknow	324	19939
28	Balrampur Hospital Lucknow	656	30020
29	Lokbandhu Raj Narayan Sanyukt Chikitsalaya, Lucknow	100	12511
30	Rani Laxmi Bai Sanyukt Chikitsalaya, Lucknow	110	16210
31	District Hospital (Female) Unnao	60	24300
32	District Hospital (Female) Hardoi	64	6473
33	District Hospitals (Female) Raebareilly	101	4218
34	District Hospital (Male) Faizabad	212	15733
35	Shri Ram Chikitsalaya, Ayodhya, Faizabad	151	10320
36	District Hospital (Male) Bahraich	201	16127
37	District Hospital (Male) Gonda	174	16351
38	Mahatama Jyotibha Phule Hospital (Combined) Ambedkar Nagar	100	37932
39	District Hospital (Male) Sultanpur	160	9291
40	District Hospital (Combined) Jaunpur	185	7500
41	District Hospital (Male) Mirzapur	155	7981
42	TB Sapru Hospital Allahabad	199	99018
43	District Hospital (Female) Allahabad	146	13488
44	Pt Deen Dayal Upadhyaya Hospital Varanasi	250	31116
45	S.S.P.G. Chikitsalaya, Varanasi	286	7096
46	District Hospital (Male) Gorakhpur	305	17947
47	District Hospital (Combined) Kushinagar	100	23211
48	OPEC Hospital Basti	300	70391
49	District Hospital (Male), Azamgarh	312	24231
50	District Hospital (Female), Azamgarh	100	8125
5			
1	District Hospital (Combined), Gautam Budh Nagar	175	14200

Part III – Conditions of Contract and Contract Forms

Section VI. General Conditions of Contract

Table of Clauses

Section V. General Conditions of Contract

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.

“Activity Schedule” is the priced and completed list of items of Services to be performed by the Survey Agency forming part of his Bid;

(c) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;

or

(c) “Association” means the International Development Association, Washington, D.C., U.S.A.;

(d) “Completion Date” means the date of completion of the Services by the Survey Agency as certified by the Employer

(e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(g) “Dayworks” means varied work inputs subject to payment on a time basis for the Survey Agency’s employees and equipment, in addition to payments for associated materials and administration.

(h) “Employer” means the party who employs the Survey Agency

(i) “Foreign Currency” means any currency other than the currency of the country of the Employer;

(j) “GCC” means these General Conditions of Contract;

(k) “Government” means the Government of the Employer’s country;

(l) “Local Currency” means the currency of the country of the Employer;

(m) “Member,” in case the Survey Agency consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Survey Agency’ rights and obligations towards the Employer under this Contract;

- (n) “Party” means the Employer or the Survey Agency, as the case may be, and “Parties” means both of them;
- (o) “Personnel” means persons hired by the Survey Agency or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (p) “Survey Agency” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (q) “Survey Agency’s Bid” means the completed bidding document submitted by the Survey Agency to the Employer
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) “Specifications” means the specifications of the service included in the bidding document submitted by the Survey Agency to the Employer
- (t) “Services” means the work to be performed by the Survey Agency pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Survey Agency’s Bid.
- (u) “Subcontractor” means any entity to which the Survey Agency subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

- 1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Employer’s country, unless otherwise **specified in the Special Conditions of Contract (SCC)**.
- 1.3 Language** This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Survey Agency may be taken or executed by the officials **specified in the SCC**.
- 1.7 Inspection and Audit by the Bank** The Survey Agency shall permit the Bank to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Bank, if so required by the Bank.

1.8 Taxes and Duties The Survey Agency, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

2.2 Commencement of Services

2.2.1 Program Before commencement of the Services, the Survey Agency shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date The Survey Agency shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Intended Completion Date Unless terminated earlier pursuant to Sub-Clause 2.6, the Survey Agency shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Survey Agency does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to

the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Survey Agency shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Survey Agency, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Survey Agency does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Survey Agency become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Survey Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Survey Agency, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) "corrupt practice"⁶ 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"⁷ 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"⁸ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another

6 For the purpose of this Contract, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

7 For the purpose of this Contract, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

8 For the purpose of this Contract, "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

party;

- (iv) “coercive practice”⁹ 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 para. 1.14 (e) of the Bank’s Procurement Guidelines.

2.6.2 By the Survey Agency

The Survey Agency may terminate this Contract, by not less than thirty (30) days’ written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Survey Agency pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Survey Agency that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Survey Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Survey Agency are being made:

- (a) The Employer is obligated to notify the Survey Agency of such suspension within 7 days of having received the World Bank’s suspension notice.
- (b) If the Survey Agency has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Survey Agency may immediately issue a 14 day termination notice.

2.6.4 Payment upon

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the

9 For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

Termination Survey Agency:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Survey Agency

3.1 General

The Survey Agency shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Survey Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Survey or Agency Not to Benefit from Commissions and Discounts.

The remuneration of the Survey Agency pursuant to Clause 6 shall constitute the Survey Agency's sole remuneration in connection with this Contract or the Services, and the Survey Agency shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Survey Agency shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Survey Agency and Affiliates Not to be Otherwise Interested in Project

The Survey Agency agree that, during the term of this Contract and after its termination, the Survey Agency and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Survey Agency nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Survey Agency nor their Subcontractors shall hire public employees in active

duty or on any type of leave, to perform any activity under this Contract;

- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Survey Agency, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Survey Agency

The Survey Agency (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Survey Agency's Actions Requiring Employer's Prior Approval

The Survey Agency shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Survey Agency shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Survey Agency to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Survey Agency in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Survey Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Survey Agency may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Survey Agency shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Survey Agency. Payment of

liquidated damages shall not affect the Survey Agency's liabilities.

3.8.2 Correction for Overpayment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Survey Agency by adjusting the next payment certificate. The Survey Agency shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Survey Agency has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Survey Agency. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and specified in the SCC.

3.9 Performance Security

The Survey Agency shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

4. Survey Agency's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Survey Agency's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Survey Agency, it becomes necessary to replace any of the Key Personnel, the Survey Agency shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Survey Agency shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Survey Agency shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

- 5.1 Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Survey Agency such assistance and exemptions as **specified in the SCC.**
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Survey Agency, then the remuneration and reimbursable expenses otherwise payable to the Survey Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Employer shall make available to the Survey Agency the Services and Facilities listed under Appendix F.

6. Payments to the Survey Agency

- 6.1 Lump-Sum Remuneration** The Survey Agency's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Survey Agency in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price**
- (a) The price payable in local currency is **set forth in the SCC.**
 - (b) The price payable in foreign currency is **set forth in the SCC.**
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.3.2 **If the SCC so specify**, the Survey Agency shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Survey Agency according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Survey Agency of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC.** Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Survey Agency have submitted an invoice to the Employer specifying the amount due.
- 6.5 Interest on Delayed Payments** If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Survey Agency for each day of delay at the rate stated in the SCC.
- 6.6 Price Adjustment**
- 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC.** If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price

adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

L_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and L_{oc} is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Day works

6.7.1 If applicable, the Day work rates in the Survey Agency’s Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Survey Agency on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Survey Agency shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Survey Agency's performance and notify him of any Defects that are found. Such checking shall not affect the Survey Agency's responsibilities. The Employer may instruct the Survey Agency to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Survey Agency of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Survey Agency shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Survey Agency has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Survey Agency will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Survey Agency in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Survey Agency, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

8.2.5 Should the Adjudicator resign or die, or should the Employer and

the Survey Agency agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Survey Agency. In case of disagreement between the Employer and the Survey Agency, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words "in the Government's country" are amended to read "in <i>India</i> ."
1.1(a)	The Adjudicator is <i>to be appointed</i>
1.1(e)	The contract name is <u>Hiring of a Survey Agency for assessment of fire equipment & civil alteration for fire NOC for 51 Government District Hospitals of Uttar Pradesh</u>
1.1(h)	The Employer is <i>Project Director, U.P. Health System Strengthening Project, Training Block-2, SIHFW Campus, Block – C, Indira Nagar, Lucknow-226016. U.P.</i>
1.1(m)	NOT APPLICABLE
1.1(p)	The Survey Agency of fire fighting is a legal entity whose bid has been accepted by the Employer
1.2	The Applicable Law is: Indian Laws
1.3	The language is English
1.4	<p>The address are:</p> <p>Uttar Pradesh Health System Strengthening Project Training Block-2, SIHFW Campus C- Block, Indira Nagar, Lucknow – 226016 (UP)</p> <p>Employer: Uttar Pradesh Health Systems Strengthening Project Attention: <u>Project Director</u></p> <p>Telex: +91-522-2354318 Facsimile: +91-522-2340538</p> <p>OR</p> <p>Respective government hospitals</p> <p>Survey Agency: _____ Attention: _____ Telex: _____ Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: <u>Project Director or</u> his appointed nominated officer(s) for the Contract Signing.</p>
2.1	The date on which this Contract shall come into effect is Date of Signing of

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Contract.
2.2.2	The Starting Date for the commencement of Services will be within ten (10) days after the signing of contract agreement.
2.3	The initial contract period will be for 4 Months and renewal for further two months shall be based on satisfactory performance and adherence to scope of work as mentioned in Activity Schedule-Section V.
3.2.3	<p>Activities prohibited after termination of this contract are:</p> <p>1.a.i. No document pertaining to the contract shall be used without the specific written concurrence of the contract signing authority.</p> <p>1.a.ii. Misleading information regarding affiliation of the bidder with the hospitals / GoUP</p>
3.4	<p>The risks and coverage by insurance shall be: undertaken by the agency</p> <ol style="list-style-type: none"> 1. Third Party motor vehicle: Yes 2. Third Party liability: Yes 3. Employer's liability and workers' compensation: Yes 4. Professional liability towards patients (one who has availed services of the Survey Agency): Yes <p>Loss or damage to equipment and property of the hospital: Yes</p>
3.5(d)	The Survey Agency will seek prior approval of the employer in cases specified in GCC 3.5 (a), (b) and (c) and in other cases as follows:- Equipment / Furniture / Material to be taken back from the hospital
3.7	<p>Restrictions on the use of documents prepared by the Survey Agency are:</p> <p>Documents like reporting formats & test reports etc. shall not be used for any other purposes other than services under the contract by the Survey Agency without prior approval of the Employer</p>
3.8.1	The liquidated damages rate is 2.5% per week of the Contract Value of the uncompleted work subject to maximum of 10 % of the Contract Value. The Liquidated Damages will be effective from 31 st day of signing of the contract.
3.8.3	The percentage of cost incurred in correction of Defects to be used for the calculation of Lack of performance Penalty (ies) is 50% of the cost which is incurred to correct the Defect in cases where Survey Agency shows Lack of performance.
5.1	<p>The assistance and exemptions provided to the Survey Agency are:</p> <p><i>As per Scope of Work/TOR</i></p>
6.1	Not Applicable.
6.2	The Contract Price is as mentioned in the Survey Agency Bid

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	All payments will be made in Indian Rupees (INR)
6.2(a)	The amount in local currency is INDIAN NATIONAL RUPEES
6.2(b)	NOT APPLICABLE
6.3.1 & 6.3.2	NOT APPLICABLE
6.4	For obtaining 100% payments, the Survey Agency for fire fighting will submit the valid Invoices with all deliverables as specified in scope of work as well as submittals of Hospital wise assessment sheet having number, type, places of installation, specification of equipment duly approved by the DFO of the concerned area.
6.5	Interest on delayed payments will not be applicable
6.6.1	NOT APPLICABLE
7.1	The principle and modalities of inspection of the Services by the Employer are as follows: Employer can randomly inspect one or more hospital to check the accuracy, and quality of work done by the Survey Agency
8.2.3	The Adjudicator (to be agreed & communicated later on) proposed by the Employer whenever required under the provision of prevailing Indian Law, who will be paid Rs. 5000/day, plus TA/DA as applicable. The above fee & TA, DA will be borne by both Employer & Survey Agency equally.
8.2.4	The Arbitration procedure will be as per The Arbitration and Conciliation Act 1996
8.2.5	"The designated Appointing Authority for a new Adjudicator is President, The Institution of Engineers (India), New Delhi

Section IX. Contract Forms

Table of Forms

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Performance Bank Guarantee (Unconditional)

To: _____

Whereas _____ (hereinafter called "the Survey Agency for fire fighting") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Survey Agency for fire fighting shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Survey Agency for fire fighting such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Survey Agency for fire fighting, up to a total of _____, _____, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____/ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Survey Agency for fire fighting before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Survey Agency for fire fighting shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

AFFIDAVIT

(To be furnished by the Bidder

In case of consortium to be given separately by each member)

(On Non – judicial stamp paper of Rs.100 duly attested by notary public)

I S/o Shri., aged.....years,
 working as Proprietor/Managing Partner/ Director of
 M/s.....having its registered office
 at..... I do hereby solemnly affirm and
 declare as under:

1. That neither our Company/Society/Trust M/s..... nor any of its directors/President/Chairperson/Trustee have abandoned any work for the Government of Uttar Pradesh or any other State Government during last five years prior to the date of this Bid.
2. That neither our Company /Society /Trust M /s nor any of its directors/President/Chairperson/Trustee have been debarred/blacklisted by Government of Uttar Pradesh, or any other State Government or Government of India for any work.
3. a) That our Company/Society/Trust has not been punished for any offence and
 b) the Director/President/Chairman/Trustee of our company/Society/Trust.....have/has neither been convicted of any offence nor any criminal case(s) is/are pending before any Competent Court.
 c) Agency should not have been found guilty and should not be involved in any pending / ongoing CBI litigations.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by Department of Medical, Health & Family Welfare, Government of Uttar Pradesh, to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department of Medical, Health & Family Welfare, Government of Uttar Pradesh.
6. That I further undertake that in case any of the facts contained above and in our application is found other-wise or incorrect or false at any stage, my/our

firm/ company/ group/sister concerns/ associate companies shall stand debarred from the present and future tenders of the Department of Medical, Health & Family Welfare, Government of Uttar Pradesh.

Signed by an authorized Officer of the Company/Society/Trust with Seal

Title of Officer

Name of Company/Society/Trust

Date