

e-bids are invited from reputed Firms (Lucknow based) who are dealing in supply, installation, testing and commissioning of **Fire Fighting System (Internal Hydrant System, External Hydrant System, Sprinkler and Wet riser system)**. The e-tender documents with detailed specifications, make, terms and conditions etc. can be downloaded from e-portal i.e. <https://etender.up.nic.in>. The Technical Bid will be opened on 19.8.2019 at 3.00 PM.

The details submission of e-bids along with eligibility, date & time, opening of Technical bids, bid security, experience and other terms & conditions are available on e-tender portal <http://etender.up.nic.in> from where tender documents can be downloaded by any bidder. Downloading fee (cost of bidding document) is Rs. 3000/- (non refundable). Tender fee and bid security in original form and photocopies of the other supporting document will be deposited in UPBSN on above address before opening of technical bid. E-bids without bid security and tender fee shall be liable to be rejected. The detailed terms and conditions are given in e-tender document. The UPBSN reserves the right to cancel any or all bids without assigning any reasons and decision of UPBSN will be final & binding. Bid notice and bid document is also available on UPBSN website i.e. [www.upbsn.org](http://www.upbsn.org) for information only to the bidder.

(Managing Director)

**UTTAR PRADESH BHUMI SUDHAR NIGAM  
TC/19V BHUMITRA BHAWAN, VIBHUTI KHAND,  
GOMTI NAGAR, LUCKNOW – 226010, U.P. (INDIA)  
PHONE : 0522-2720160-2720428 FAX NO.: 0522-2720416, 417**

**NATIONAL COMPETITIVE BIDDING**

**For Procurement of Fire Fighting System (Internal Hydrant System, External Hydrant System, Sprinkler and Wet riser system)  
(TWO ENVELOPE BIDDING PROCESS WITH E-PROCUREMENT)**

BID REFERENCE	:	1/2019-20
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	18.07.2019, 10 AM
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	16.08.2019, 4 PM
LAST DATE AND TIME FOR RECEIPT OF e-BIDS	:	16.08.2019, 4 PM
TIME AND DATE OF OPENING OF e-BIDS (Technical)	:	19.08.2019, 3.00 PM

**OFFICER INVITING BIDS: MANAGING DIRECTOR**

### **INVITATION FOR Bids**

e-bids are invited for supply, installation, testing and commissioning of Fire Fight System in UPBSN headquarter, Lucknow from Authorised/experienced Firm located at Lucknow.

1. Bidders are advised to study the tender Document carefully. Submission of e-Bid against this tender shall be done after careful study and examination of the procedures, terms and conditions of the tender Document with full understanding of its implications.
2. The e-Bid prepared in accordance with the procedures enumerated in **ITB Clause 13 of Section-I** should be submitted through e-Procurement website <http://etender.up.nic.in>.
3. The tender document is available for sale at e-Procurement website <http://etender.up.nic.in> from 18.07.2019 at 10 AM. Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the bidding document.
  - (a) **Date of publication of e-tender notice & availability of Tender Document**  
Tender Notice has been uploaded e-Procurement website <http://etender.up.nic.in> and tender Document will be available for download from 18.07.2019 at 10 AM at e-Procurement web site <http://etender.up.nic.in> .
  - (b) Last date and time for e-Bid submission - 16.08.2019, 4 PM
  - (c) Online technical e-Bid opening date & time - 19.08.2019, 3 PM
  - (d) Cost of bidding document Rs: 3000.00 (Rupees three thousand Only) (Non-refundable) including of GST.
  - (e) bid security Rs 40,000/- (Rupees forty thousand Only) in form of TDR/FDR and bank guarantee issued by Nationalized Bank should be mortgage in favour of M.D. Uttar Pradesh Bhumi Sudhar Nigam, Lucknow.
4. The bidders need to submit the cost of e-Bid document in the Purchaser's office through Demand Draft/Banker's cheque in favour of Managing Director, Uttar Pradesh Bhumi Sudhar Nigam payable at Lucknow. The scanned copy of the Demand Draft or Banker's Cheque must be enclosed along with the e-Bids but the original Demand Draft or Banker's Cheque should reach the office of UPBSN, Lucknow before opening of technical e-Bid alongwith technical bid.
5. All e-Bid must be accompanied by Bid security in the form of TDR/FDR/Bank guarantee mortgage in favour of M.D., Uttar Pradesh Bhumi Sudhar Nigam, Lucknow. The scanned copy of the bid security must be submitted along with the e-Bid; Tender fee and bid security in original form and photocopies of the other supporting document should reach the office of UPBSN, Lucknow before opening of technical e-Bids alongwith technical bid.
6. The e-Bids will be electronically opened in the presence of bidder's representatives, who choose to attend at the venue, date and time mentioned in the above table. An authority letter of bidders' representative will be required to be produced.
7. The UPBSN reserves the right to cancel any or all the e-Bids without assigning any reason thereof. The decision of UPBSN will be final and binding.

8. In the event of date specified for e-Bids opening being declared a holiday for UPBSN office then the due date for opening of e-Bids shall be the following working day at the appointed time and place.
9. All the required documents including Price Schedule/BOQ should be uploaded by the e-Bidder electronically in the PDF/XLS format. The required electronic documents for each technical bid (Fee details, Qualification details, e-Bid Form and Technical Specification details).
10. The companies/firms who are registered at e-Procurement portal for e-tendering with UP Electronics Corporation Ltd, 10 Ashok Marg, Lucknow-226002, would only be eligible for participating in this e-tender as well as in e-tendering system of U.P. Govt. departments. All companies/firms who have not registered themselves with U.P. Electronics Corporation Ltd, Lucknow for e-tendering before last date of bid submission can get their registration in U.P. Electronics Corporation, Lucknow.

## **SECTION I : INSTRUCTIONS TO BIDDERS (ITB)**

### **Sections of Bidding Document**

1. The bidding document consist of Parts 1, 2, and 3, which include all the sections indicated below.

#### **PART 1 Bidding Procedures**

- Section I - Instructions to Bidders (ITB)
- Section II - Bidding Data Sheet (BDS)
- Section III (A) - Evaluation and Qualification Criteria
- Section III (B) - Technical Criteria

#### **PART 2 Supply Requirements**

- Section IV - Schedule of Requirements

#### **PART 3 Contract**

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

## **Section I : Instructions to Bidders (ITB)**

### **1 Clarification of Bidding Document**

- 1.1 The electronic bidding system **specified in the BDS** provides for online clarifications. A Bidder requiring any clarification on the bidding document may notify the Purchaser online. Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. Description of clarification sought and the response of the Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 2 and ITB 2.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.

### **2 Amendment of Bidding Document**

- 2.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda. The addendum will appear on the e-procurement system under "Latest Corrigendum."
- 2.2 Any addendum thus issued shall be part of the bidding document and shall be deemed to have been communicated to all the bidders.
- 2.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 14.2.

### **4 Cost of Bidding**

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

### **5 Language of Bid**

- 5.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in English.

### **6 Documents Comprising the Bid**

- 6.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.
- a. Letter of Bid – Technical Part
  - b. Bid Security, in accordance with ITB 11.1;
  - c. Qualifications: documentary evidence in accordance with ITB 21 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
  - d. Bidder's Eligibility: documentary evidence in accordance with ITB 9 establishing the Bidder's eligibility to bid;
  - e. any other document required in the BDS.
- 6.2 The **Financial Part** shall contain the following:
- a) **Letter of Bid – Financial Part:** prepared in accordance with ITB;

- b) **Price Schedules:** completed prepared in attached prescribed format .
- c) any other document **required in the BDS.**

6.3 The Technical Part shall not include any financial information.

## **7 Process of Bid Submission**

7.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms.

7.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of all documents should also be uploaded on this website.

**7.3 Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document ; and (ii) original bid security (iii) photocopies of technical qualification and supported document before the opening of the Bid, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

## **8. Currencies of Bid and Payment**

8.1 The Bidder shall quote the Price in Indian Rupees only.

## **9 Documents Establishing the Eligibility and Qualifications of the Bidder**

9.1 To establish Bidder's eligibility in accordance with ITB 21, Bidders shall complete the Letter of Bid – Technical Part.

9.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser's satisfaction.

## **10 Period of Validity of Bids**

10.1 Bids shall remain valid for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser in accordance with ITB 14). A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

10.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 11, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 16.

## **11. Bid Security**

11.1 The Bidder shall furnish as part of the Technical Part of its Bid, a Bid Security, as specified **in the BDS**, in original form and, in the amount specified **in the BDS**.

11.2 The Bid Security shall be in any of the following forms at the Bidder's option:

- a. an unconditional bank guarantee issued by a Nationalized/ Scheduled bank located in India;.
- b. FDR/TDR/BG issued by a Nationalized or Scheduled bank located in India

- c. In the case of a bank guarantee, the Bid Security shall be submitted using the attached Bid Security Form. The Bid Security shall be valid for forty five (45) days beyond the original validity period of the Bid.

## **12. Format and Signing of Bid**

- 12.1** The Bidder shall prepare the Bid as per details given in ITB 13.
- 12.2 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be uploaded along with the Bid.
- 12.3 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal.

## **13 Preparation of Bids**

- 13.1** Bids shall be submitted online on the e-procurement system specified in BDS. Detailed guidelines for viewing bids and submission of online bids are given on the <https://etender.up.nic.in>. The Request for Bids published on this website. Any citizen or prospective bidder can log on to this website and view the Request for Bids and can view the details of works for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorised certifying agency of Government of India. The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, alongwith the bid, otherwise the bid will be rejected.
- 13.2** The completed bid comprising of documents should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.
- 13.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.
- 13.4 Physical, e-mail, Telex, Cable, or Facsimile bids will be rejected as non-responsive

## **14. Deadline for Submission of Bids**

- 14.1** Bids must be uploaded online no later than the date and time specified **in the BDS**.
- 14.2** The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **15 Late Bids**

- 15.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.

## 16 **Withdrawal, Substitution, and Modification of Bids**

- 16.1 Bidders may modify their bids by uploading their request for modification before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by uploading the request before the deadline for submission of bids, however, if the bid is withdrawn.
- 16.2 Bids requested to be withdrawn shall not be opened.
- 16.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part) or any extension thereof. This will result in the forfeiture of the Bid Security.

## 17 **Public Opening of Technical Parts of Bids**

- 17.1 The Purchaser shall publicly open Technical Parts of all Bids received by the deadline at the date and time specified **in the BDS**, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted shall be first scrutinized, and Bids that do not comply with the provisions will be declared non-responsive and will not be opened. Thereafter, the bidders' name and such other details as the Purchaser may consider appropriate shall be notified as Technical Part bid opening summary.

In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

- 17.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the technical bid opening, including the information disclosed and upload the same for viewing online.

## 18 **Confidentiality**

- 18.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the information on Intention to Award the Contract is transmitted to all Bidders.
- 18.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.

- 18.3 Notwithstanding, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.

## **19 Clarification of Bids**

- 19.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing.

## **20. Evaluation of Technical Part of the Bids**

- 20.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted
- 20.2 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested have been provided, and to determine the completeness of each document submitted.
- 20.3 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 20.5 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

## **21 Qualification of the Bidders**

- 21.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Evaluation and Qualification Criteria.
- 21.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
- 21.3 If a Bidder does not meet the qualifying criteria specified in Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 21.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.

## **22. Public Opening of Financial Parts**

- 22.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser shall notify on website i.e. <https://etender.up.nic.in> to those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:

- (i) their Technical Part of Bid failed to meet the requirements of the bidding document;



(ii) their Financial Part of the Bid shall not be opened; and

(iii) notify them of the date and time for public opening of the Financial Parts of the Bids.

- 22.2 The Purchaser shall, simultaneously, notify on website i.e. <https://etender.up.nic.in> to those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:
- a. their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
  - b. their Financial Part of Bid will be opened at the public opening of Financial Parts;
  - c. notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.
- 22.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders on line. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.
- 22.4 In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.
- 22.5 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation.

### **23. Purchaser's Right to Accept any bid and to reject any of all bids**

- 23.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders.

### **24 Award Criteria**

- 24.1 The Purchaser shall award the Contract to the successful Bidder

### **25. Notification of Award**

- 25.1 Prior to the expiration of the Bid Validity Period or any extension thereof, the Purchaser shall transmit the Letter of Acceptance to the successful Bidder. The Letter of Acceptance shall specify the sum that the Purchaser will pay the Contractor in consideration of the execution of the Contract.

- 25.2 At the same time, the Purchaser shall publish the Contract Award Notice online which shall contain, at a minimum, the following information:
- (a) name and address of the Purchaser;
  - (b) name and reference number of the contract being awarded, and the selection method used;
  - (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
  - (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons there for; and
  - (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.
- 25.3 The Contract Award Notice shall be published on website <https://etender.up.nic.in> with free access. Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

## **26 Performance Security**

- 26.1 Within one week or 07 (seven) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security 10% of the contract value and sign the contract.
- 26.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. **In such cases, second lowest firm will be invited to submit the performance security and sign the contract.**

## Section II - Bid Data Sheet (BDS)

The following specific data for the Works to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>ITB Reference</b>	<b>A. General</b>
	<p>The reference number of the Request for Bids (RFB) is : <b>1/2019-20</b></p> <p>The Purchaser is: Managing Director, Uttar Pradesh Bhumi Sudhar Nigam</p> <p>The name of the RFB is: <b>Fire Fighting System (Internal Hydrant System, External Hydrant System, Sprinkler and Wet riser system,</b></p> <p>The number and identification RFB is: <b>1/2019-20</b></p>
	The Purchaser shall use the electronic-procurement system to manage this Bidding process.
	<b>B. Contents of Bidding Document</b>
<b>ITB 1</b>	<p style="text-align: center;"><b>Electronic –Procurement System</b></p> <p>The Purchaser shall use the following electronic-procurement system to manage this Bidding process:</p> <p style="text-align: center;"><a href="https://etender.up.nic.in">https://etender.up.nic.in</a></p> <p>Requests for clarification should be received by the Purchaser no later than 15 days prior to the deadline for submission of bids.</p>
<b>ITB 2</b>	The addendum will appear on the e-procurement system under <a href="https://etender.up.nic.in">https://etender.up.nic.in</a> or UPBSN website <a href="http://www.upbsn.org.in">www.upbsn.org.in</a>
	<b>C. Preparation of Bids</b>
<b>ITB 13</b>	<p><b>Note for Bidders:</b> Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be downloaded by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.</p>
<b>ITB 7</b>	<p>For submission of documents, the Purchaser’s address is:</p> <p>Attention: Managing Director</p> <p>Address: TC/19 V, Vibhuti Khand, Gomti Nagar, Lucknow- 226010</p>

	City: Lucknow, PIN/Postal Code: 226010 Uttar Pradesh Country: INDIA
	The prices quoted by the Bidder <b>shall not be</b> subject to adjustment during the performance of the Contract. If prices shall be adjustable, the methodology specified in Special Conditions of Contract will apply.
	Final Destination (Project Site): Uttar Pradesh Bhumi Sudhar Nigam, Bhumitra Bhawan, TC/19V, Vibhuti Khand, Gomti Nagar, Lucknow - 226010
<b>ITB 10</b>	The Bid validity period shall be <b>90 days</b> .
<b>ITB 11</b>	Bid Security is required; Bid shall include a Bid security (issued by bank or surety). The Bid Security amount shall be: Rs. 40,000 (Rupees forty thousand only).
	Other types of acceptable securities are:  TDR/FDR/Bank Guarantee issued by a Nationalized Bank located in India for equivalent or higher values are acceptable provided it is pledged in favour of Managing Director, Uttar Pradesh Bhumi Sudhar Nigam and such pledging has been noted and suitably endorsed by the bank issuing the certificate.
	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid]</i> .
<b>ITB 14</b>	<b>D. Online Submission of Bids</b>
	Class of DSC required is: 2
	<b>The deadline for uploading the Bids is: 16.08.2019; 4 PM</b>
	Re-submission of the bid is not allowed, if withdrawn.
<b>ITB 17</b>	<b>Public Opening of Technical Parts of Bids</b>
	The online Bid opening shall take place on: <b>19.08.2019; 3 PM</b>
<b>ITB 22</b>	<b>Public Opening of Financial Parts of Bids</b>
	Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.

	In addition to the above the Purchaser shall publish a notice of the public opening of the Financial Parts of the Bid on the e-tender website <a href="https://etender.up.nic.in">https://etender.up.nic.in</a>
	<p style="text-align: center;"><b>Completion of Work</b></p> Work will be completed within 45 days from the date of signing of contract.

### **Section III (A) -Evaluation and Qualification Criteria**

This Section contains the criteria that the Purchaser shall use to evaluate a Bid and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document.

#### **Most Advantageous Bid**

The Purchaser shall use the criteria and methodologies to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

## SECTION III (B) - TECHNICAL PART

### 1. Qualification

#### 1.1 Qualification Criteria

The Purchaser shall assess each Bid against the following Qualification Criteria.

**(a) Financial Capability**

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): The bidder must have turnover equivalent to the Rs. 50 lacs (Rupees fifty lacs only) for each year of last two years (2017-18 & 2018-19). A scan copy of certificate to this effect from a Chartered Accountant Firm should be attached.

**(b) Experience and Technical Capacity**

- (i) The bidder has completed the same nature of one work (Fire Fighting System (Internal Hydrant System, External Hydrant System, Sprinkler and Wet riser system) in last five years (2014-15 to 2018-19). A scan copy of certificate to this effect from concerned department should be attached.
- (ii) Bidder must have been registered in GST and Income Tax Department (PAN). A scan copy of certificate to this effect from concerned department should be attached.
- (iii) Bidder should be ISO certified. A scan copy of certificate to this effect scanned copy should be attached.
- (iv) Bidder should be lucknow based only.

**Note- All bidders are adviced to visit the working site before quoting the rate.**

#### **SECTION IV SCHEDULE OF REQUIREMENTS**

**Brief Description of work** - Supply, Installation, testing and commissioning of Fire Fighting System (Internal Hydrant System, External Hydrant System, Sprinkler and Wet riser system).

**Destination**- UPBSN Headquarter, Vibhuti Khand, Gomti Nagar, Lucknow

**Completion of work**- Within 45 days from signing and contract and issuance of work order.

**e-Bid Bid Security** - Rs. 40,000/- in form of BG/TDR/FDR in favour of Managing Director, Uttar Pradesh Bhumi Sudhar Nigam, Lucknow



### Section V Price Schedule Forms

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Works and Related Services specified by the Purchaser in the Schedule of Requirements.]

Supply, Installation, Testing and Commissioning (SITC) of Fire Hydrant, Sprinkler System and Wet riser system.				
Sl.No.	Item Description	unit	quantity	Rate Inclusive GST (Rs.)
1	SITC of MS Black Pipe "C" Class (IS:1239/3589) with accessories like tees, elbows, fixing the pipe with suitable flat iron strip clamps/brackets, dash fastener and cutting hole and chases in walls, floor, RCC slab etc. and making good the same including painting pipes and fittings with a primer coat of steel primer and two coats of postal red enamel paint etc. complete as required. Make:- Tata/Jindal ( Proper completion of work in all aspect as per director of Site Engineer).			
	i) 200mm dia	meter	6	
	ii) 150mm dia	meter	180	
	iii) 100mm dia	meter	200	
	iv) 80mm dia	meter	18	
	v) 50mm dia	meter	6	
	vi) 25mm dia	meter	260	
2	Supply, installation, testing & commissioning of 'C' class heavy duty MS pipe conforming to IS 1239/3589 including fittings like elbows, tees, flanges ,tapers, nuts bolts, gaskets etc. in ground included excavation, anticorrosive treatment with coal tar / asphalt tape as per IS 10221, sand cushioning with fine sand, refilling the trench etc. of following sizes complete as required. Make:- Tata/Jindal ( Proper completion of work in all aspect as per director of Site Engineer).			
	100mm dia	meter	20	
3	Supply of cast iron body double flange gear simple operation type butterfly valve conforming to IS: 13095 of the following size complete with bolts, nuts, washers and rubber insertions as per specification. Make - Kartar/Newage/Kirloskar ( Proper completion of work in all aspect as per director of Site Engineer).			
	i) 150mm dia	Nos	4	
	ii) 100mm dia	Nos	6	
	iii) 80mm dia	Nos	8	
	iv) 50mm dia	Nos	2	
4	C.I. double flanged horizontal/vertical type check valve NRV including nuts, bolts, rubber insertions as reqd. Make - Kartar/Newage/Kirloskar ( Proper completion of work in all aspect as per director of Site Engineer).			
	i) 100mm dia	Nos	4	
	ii) 80mm dia	Nos	1	
5	Providing & Fixing 150 mm dia, Four way collecting head complete with 2 nos. 63 mm dia male coupling, rubber blank cap with chain as per IS 904. LIFE GUARD/Newage / Minimex ( Proper completion of work in all aspect as per director of Site Engineer).	Nos	1	
6	Providing & Fixing 100 mm dia, Two way collecting head complete with 2 nos. 63 mm dia male coupling, rubber blank cap with chain as per IS 904. LIFE GUARD/Newage / Minimex ( Proper completion of work in all aspect as per director of Site Engineer).	Nos	2	
7	Providing & Fixing 100 mm dia, Draw out connection complete with 1no. 63 mm dia male coupling, rubber blank cap with chain as per IS 904. LIFE GUARD/ Newage/ Minimex ( Proper completion of work in all aspect as per director of Site Engineer).	Nos	1	
8	Supplying & Fixing Single Headed Internal Hydrant Valve with intantaneous gun metal coupling of 63 mm. dia with cast iron wheel ISI marked,confirming to IS: 5290 with blank cap & chain complete with all accessories etc.as required. Type A. LIFE GUARD/Newage / Minimex . ( Proper completion of work in all aspect as per director of Site Engineer).	Nos	16	
9	Providing 63mm dia 15 m long canvas hose pipe as per IS: 636 complete with SS male & female coupling as per IS : 903 wire wound with the pipe type A. LIFE GUARD/ Newage / Minimex. ( Proper completion of work in all aspect as per director of Site Engineer).	Nos	32	
10	Stainless Steel Branch Pipe dia.63 mm & nozzle 20 mm ISI marked IS 903 complete in all respect. Make:- lifeguard/Newage / Minimex . ( Proper completion of work in all aspect as per director of Site Engineer).	Nos	16	
11	Supply of double door hose cabinet of 20gauge for accomodation of 2 rrl hose pipe and 1 branch pipe. Complete fit gasket fitting, glass, lock, fasner for fixing etc as reqd. Made of Tata/Jindal Sheets ( Proper completion of work in all aspect as per director of Site Engineer).	Nos	6	
12	Supply of 100 mm dia Bourden type Pressure Gauge having calibration of 0 -16 Kg / cm . Make:- H-Guru ( Proper completion of work in all aspect as per director of Site Engineer).	Nos	5	
13	Supply installation Testing & Commissioning of <b>Pressure Switch</b> . Make:- <b>Danfoss/ Indfoss</b> ( Proper completion of work in all aspect as per director of Site Engineer).	Nos	4	
14	First Aid Hose Reel, wall mounting swinging type complete with drum & bracket of MS construction, spray painted in Post office Red, confirming to IS 884/1995 with upto date amendments, complete with the following as required. Make:-LIFE GUARD/Newage / Minimex . ( Proper completion of work in all aspect as per director of Site Engineer).			
	i) 30 Meter long 20 mm dia water hose Thermoplastic as per IS : 12585			
	ii) 20 mm dia gun metal ball valve & nozzle.			
	iii) Drum and brackets for fixing the equipments on wall.	Nos	10	
	iv) Connection from riser with stop valve (gun metal) & M.S. Pipe			
15	SITC of Flexible Drop of 25mm dia 1200mm long UL approved. Make:-Tyco/Newage. ( Proper completion of work in all aspect as per director of Site Engineer).	Nos	75	
16	Providing and Fixing 15 mm dia gunmetal / brass quartzoid type Sprinkler Head with quartz bulb and set to operate at specified temperature. Upright type. Make:- Tyco/Newage/hd ( Proper completion of work in all aspect as per director of Site Engineer).	Nos	30	
17	Providing and Fixing 15 mm dia gunmetal / brass quartzoid type Sprinkler Head with quartz bulb and set to operate at specified temperature. Pendent type.Make:- Tyco/Newage/hd.( Proper completion of work in all aspect as per director of Site Engineer).	Nos	75	

### Section VI : Technical Specifications

Supplying installation, testing, commissioning (SITC) of Fire Fighting System (Internal Hydrant System, External Hydrant System, Sprinkler and Wet riser system). Details are as follows-

Sl.No.	Item Description
1	SITC of MS Black Pipe "C"Class (IS:1239/3589) with accessories like tees, elbows, fixing the pipe with suitable flat iron strip clamps/brackets, dash fastener and cutting hole and chases in walls, floor, RCC slab etc. and making good the same including painting pipes and fittings with a primer coat of steel primer and two coats of postal red enamel paint etc. complete as required. Make:- Tata/Jindal
i)	200mm dia
ii)	150mm dia
iii)	100mm dia
iv)	80mm dia
v)	50mm dia
vi)	25mm dia
2	Supply, Installation, testing & commissioning of 'C' class heavy duty MS pipe conforming to IS 1239/3589 including fittings like elbows, tees, flanges ,tapers, nuts bolts, gaskets etc. in ground included excavation, anticorrosive treatment with coal tar / asphalt tape as per IS 10221, sand cushioning with fine sand, refilling the trench etc. of following sizes complete as required. Make:- Tata/Jindal
	100mm dia
3	Supply of cast iron body double flange gear simple operation type <b>butterfly valve</b> conforming to IS: 13095 of the following size complete with bolts, nuts, washers and rubber insertions as per specification. Make - Kartar/Newage/Kirloskar
i)	150mm dia
ii)	100mm dia
iii)	80mm dia
iv)	50mm dia
4	C.I. double flanged horizontal/vertical type <b>check valve NRV</b> including nuts, bolts, rubber insertions as reqd. Make - Kartar/Newage/Kirloskar
i)	100mm dia
ii)	80mm dia
5	Providing & Fixing 150 mm dia, <b>Four way collecting head</b> complete with 2 nos. 63 mm dia male coupling, rubber blank cap with chain as per IS 904. LIFE GUARD/Newage / Minimex
6	Providing & Fixing 100 mm dia, <b>Two way collecting head</b> complete with 2 nos. 63 mm dia male coupling, rubber blank cap with chain as per IS 904. LIFE GUARD/Newage / Minimex
7	Providing & Fixing 100 mm dia, <b>Draw out connection</b> complete with 1no. 63 mm dia male coupling, rubber blank cap with chain as per IS 904. LIFE GUARD/ Newage/ Minimex
8	Supplying & Fixing <b>Single Headed Internal Hydrant Valve</b> with instantaneous gun metal coupling of 63 mm. dia with cast iron wheel ISI marked,confirming to IS: 5290 with blank cap & chain complete with all accessories etc.as required. Type A. LIFE GUARD/Newage / Minimex .

<b>9</b>	Providing 63mm dia 15 m long <b>canvas hose pipe as per IS: 636</b> complete with SS male & female coupling as per IS : 903 wire wound with the pipe type A. LIFE GUARD/ Newage / Minimex.
<b>10</b>	Stainless Steel <b>Branch Pipe</b> dia.63 mm & nozzle 20 mm ISI marked IS 903 complete in all respect. Make;- lifeguard/Newage / Minimex .
<b>11</b>	Supply of double door <b>hose cabinet</b> of 20gauge for accomodation of 2 rrl hose pipe and 1 branch pipe. Complete fit gasket fitting, glass, lock, fasner for fixing etc as reqd. Made of Tata/Jindal Sheets
<b>12</b>	Supply of 100 mm dia Bourden type <b>Pressure Gauge</b> having caliberation of 0 -16 Kg / cm . Make:- H-Guru
	Supply installation Testing & Commissioning of <b>Pressure Switch. Make:- Danfoss/ Indfoss</b>
<b>13</b>	<b>First Aid Hose Reel</b> , wall mounting swinging type complete with drum & bracket of MS construction, spray painted in Post office Red, confirming to IS 884/1995 with upto date amendments, complete with the following as required. Make:-LIFE GUARD/Newage / Minimex.
i)	30 Meter long 20 mm dia water hose Thermoplastic as per IS : 12585
ii)	20 mm dia gun metal ball valve & nozzle.
iii)	Drum and brackets for fixing the equipments on wall.
iv)	Connection from riser with stop valve (gun metal) & M.S. Pipe
<b>14</b>	SITC of Flexible Drop of 25mm dia 1200mm long UL approved. Make:-Tyco/Newage.
<b>15</b>	Providing and Fixing 15 mm dia gunmetal / brass quartzoid type <b>Sprinkler Head</b> with quartz bulb and set to operate at specified temperature. Upright type. Make:-Tyco/Newage/hd
<b>16</b>	Providing and Fixing 15 mm dia gunmetal / brass quartzoid type <b>Sprinkler Head</b> with quartz bulb and set to operate at specified temperature. Pendent type.Make:-Tyco/Newage/hd.

## **Section VII : Inspections and Tests**

The following inspections and tests shall be performed: The following inspection procedures and tests are required by the purchaser :

- 1 The works will be accepted after inspection by Uttar Pradesh Bhumi Sudhar Nigam, TC/19V Vibhuti Khand, Gomti Nagar, Lucknow-226010 or his representative.
- 2 Notwithstanding anything stated elsewhere the purchaser or his representative will have the right to conduct the inspection and tests on premises of the UPBSN elsewhere at any stage of execution of work.
- 3 Should any inspected or tested works fail to conform to the specifications specified in the contract, the purchaser or his representative may reject the works. Contractor shall either replace the rejected works or make alterations necessary to meet specification requirements free of cost to the purchaser within 7 days.
- 4 After inspection and No Objection (NoC) from the Uttar Pradesh Fire Department, the final payment will be made.

## **Section VIII - General Conditions of Contract**

### **1. Definitions**

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (A) "CONTRACT" MEANS THE CONTRACT AGREEMENT ENTERED INTO BETWEEN THE PURCHASER AND THE , TOGETHER WITH THE CONTRACT DOCUMENTS REFERRED TO THEREIN, INCLUDING ALL ATTACHMENTS, APPENDICES, AND ALL DOCUMENTS INCORPORATED BY REFERENCE THEREIN.
- (B) "CONTRACT DOCUMENTS" MEANS THE DOCUMENTS LISTED IN THE CONTRACT AGREEMENT, INCLUDING ANY AMENDMENTS THERETO.
- (C) "CONTRACT PRICE" MEANS THE PRICE PAYABLE TO THE AS SPECIFIED IN THE CONTRACT AGREEMENT, SUBJECT TO SUCH ADDITIONS AND ADJUSTMENTS THERETO OR DEDUCTIONS THERE FROM, AS MAY BE MADE PURSUANT TO THE CONTRACT.
- (D) "DAY" MEANS CALENDAR DAY.
- (E) "COMPLETION" MEANS THE FULFILLMENT OF THE RELATED SERVICES BY THE IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT.
- (F) "GCC" MEANS THE GENERAL CONDITIONS OF CONTRACT.
- (G) "WORKS" MEANS ALL OF THE COMMODITIES, RAW MATERIAL, MACHINERY AND EQUIPMENT, AND/OR OTHER MATERIALS THAT THE IS REQUIRED.
- (H) "PURCHASER" MEANS THE ENTITY PROCURING THE WORKS.
- (I) "SCC" MEANS THE SPECIAL CONDITIONS OF CONTRACT.
- (J) "CONTRACTOR" MEANS THE PERSON, PRIVATE OR GOVERNMENT ENTITY, OR A COMBINATION OF THE ABOVE, WHOSE BID TO PERFORM THE CONTRACT HAS BEEN ACCEPTED BY THE PURCHASER AND IS NAMED AS SUCH IN THE CONTRACT AGREEMENT.

### **2 Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

### **3. Fraud and Corruption**

3.1 The Purchaser requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

### **4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

#### **4.2 Entire Agreement**

The Contract constitutes the entire agreement between the Purchaser and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

#### **4.3 Amendment**

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 4.4 Non waiver

(a) Subject to GCC below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.5 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 5 Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the and the Purchaser, shall be English/Hindi.

### 6 Notices

6.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.

6.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### 7 Governing Law

7.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

### 8. Settlement of disputes

8.1 The Purchaser and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

8.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of

work under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.

- 8.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- the Purchaser shall pay the Contractor any monies due the Contractor.

## **9. Contractor's Responsibilities**

- 9.1 The Contractor shall execute all the works satisfactorily as per contract.

## **10 Contract Price**

- 10.1 Prices charged by the Contractor for the work executed and the Related Services performed under the Contract shall not vary from the prices quoted by the Contractor in its Bid.

## **11 Terms of Payment**

- 11.1 The Contractor's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the work executed and Related Services performed, and by the documents submitted and upon fulfillment of all other obligations stipulated in the Contract.
- 11.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Contractor.
- 11.4 The payments shall be made in Indian Rupees to the Contractor under this Contract.

## **12 Performance Security**

- 12.1 If required as specified in the **SCC**, the Contractor shall, within seven (07) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 12.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 12.3 As specified in the **SCC**, the Performance Security, if required, shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC**.
- 12.4 The Performance Security shall be discharged by the Purchaser and returned to the Contractor not later than twenty-eight (28) days following the date of Completion of the Contractor's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

## **13 Insurance**

- 13.1 Unless otherwise specified in the **SCC**, the Works executed under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

## **14 Liquidate damage**

- 14.1 If the Contractor fails to deliver any or all of the Works by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may

without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Works or unperformed Services for each week or part thereof of delay until actual execution of work or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 19.

### **15 Warranty/ Defects liability period**

15.1 The Contractor warrants that all the Works are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

15.2 The Contractor further warrants that the Works shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions.

15.3 Unless otherwise specified in the **SCC**, the warranty/liability shall remain valid for twelve (12) months after the successful completion of Works, or any portion thereof as the case may be, have been executed the works.

15.4 The Purchaser shall give notice to the Contractor stating the nature of any such defects. The Purchaser shall afford all reasonable opportunity for the Contractor to inspect such defects.

15.5 Upon receipt of such notice, the Contractor shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Works or parts thereof, at no cost to the Purchaser.

15.6 If having been notified, the Contractor fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Contractor under the Contract.

15.7 Warranty/ Defects liability period will be 12 months. cost of defects liability will be borne by the contractor

### **16. Force Majeure**

16.1 The Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

16.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics and quarantine restrictions.

16.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for



performance not prevented by the Force Majeure event.

### **17. Change Orders and Contract Amendment**

17.1 The Purchaser may at any time order the Contractor through notice to make changes within the general scope of the Contract.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the work/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of the Purchaser's change order.

17.3 Prices to be charged by the Contractor for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.

### **18. Extension of Time**

18.1 If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely execution of the Works or completion of work, the Contractor shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except in case of Force Majeure, a delay by the Contractor in the performance of its works and Completion obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 14, unless an extension of time is agreed upon.

### **19. Termination**

#### **19.1 Termination for Default**

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate the Contract in whole or in part:
  - (i) if the Contractor fails to deliver any or all of the Works within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 18;
  - (ii) if the Contractor fails to perform any other obligation under the Contract;  
or
  - (iii) if the Contractor, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in GCC 3 in competing for or in executing the Contract.
- (b) IN THE EVENT THE PURCHASER TERMINATES THE CONTRACT IN WHOLE OR IN PART, THE PURCHASER MAY PROCURE, UPON SUCH TERMS AND IN SUCH MANNER AS IT DEEMS APPROPRIATE, WORKS OR RELATED SERVICES SIMILAR TO THOSE

UNDELIVERED OR NOT PERFORMED, AND THE CONTRACTOR SHALL BE LIABLE TO THE PURCHASER FOR ANY ADDITIONAL COSTS FOR SUCH SIMILAR WORKS OR RELATED SERVICES. HOWEVER, THE CONTRACTOR SHALL CONTINUE PERFORMANCE OF THE CONTRACT TO THE EXTENT NOT TERMINATED.

#### 19.2 Termination for Insolvency.

- (a) THE PURCHASER MAY AT ANY TIME TERMINATE THE CONTRACT BY GIVING NOTICE TO THE CONTRACTOR IF THE CONTRACTOR BECOMES BANKRUPT OR OTHERWISE INSOLVENT. IN SUCH EVENT, TERMINATION WILL BE WITHOUT COMPENSATION TO THE CONTRACTOR, PROVIDED THAT SUCH TERMINATION WILL NOT PREJUDICE OR AFFECT ANY RIGHT OF ACTION OR REMEDY THAT HAS ACCRUED OR WILL ACCRUE THEREAFTER TO THE PURCHASER

#### 19.3 Termination for Convenience.

- (b) THE PURCHASER, BY NOTICE SENT TO THE CONTRACTOR, MAY TERMINATE THE CONTRACT, IN WHOLE OR IN PART, AT ANY TIME FOR ITS CONVENIENCE. THE NOTICE OF TERMINATION SHALL SPECIFY THAT TERMINATION IS FOR THE PURCHASER'S CONVENIENCE, THE EXTENT TO WHICH PERFORMANCE OF THE CONTRACTOR UNDER THE CONTRACT IS TERMINATED, AND THE DATE UPON WHICH SUCH TERMINATION BECOMES EFFECTIVE.

### SECTIN IX - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

	The Purchaser is: <i>Managing Director, Uttar Pradesh Bhumi Sudhar Nigam, TC/19 V, Vibhuti Khand, Gomti Nagar, Lucknow – 226010, Uttar Pradesh, India</i>
	The Project Site(s)/Final Destination(s) is/are: <i>Uttar Pradesh Bhumi Sudhar Nigam, TC/19 V, Vibhuti Khand, Gomti Nagar, Lucknow – 226010, Uttar Pradesh, India</i>
	For <b>notices</b> , the Purchaser's address shall be: Attention: Managing Director, Address : Uttar Pradesh Bhumi Sudhar Nigam, TC/19V, Vibhuti Khand, Gomti nagar, Lucknow City: <i>Lucknow</i> PIN Code: <i>226010</i> ; State: <i>Uttar Pradesh</i> Country: India Telephone: <i>0522-2720450</i> Facsimile number: <i>0522-2720428</i> Electronic mail address: <i>upbsnhq.org.in, upbsnproccell@gmail.com</i>
	The rules of procedure for adhoc arbitration proceedings pursuant to GCC

	<p>Clause 8.2 shall be as follows:</p> <p>(a) In case of Dispute or difference arising between the Purchaser and Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).</p> <p>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-Dispute Resolution (India), both in cases of the Foreign Contractor as well as Indian Contractor, shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.</p> <p>(c) Arbitration proceedings shall be held at <b>Lucknow</b> India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).</p> <p>(f) Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute</p>
GCC 11	<p>GCC 11.1—Payment shall be made in Indian Rupees, as follows:</p> <p>(i) <b>On satisfactory completion of the 50% works : 30 % payment will be made.</b></p> <p>(ii) <b>On satisfactory completion 100% work and NOC from Fire Department: Remaining 70% payment will be made.</b></p>

<b>GCC 12</b>	<p>Performance Security shall be for an amount of 10% of the contract value, valid up to 45 days after the date of completion of performance obligations including warranty obligations and Defects liability period i.e. 12 months.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 45 days over and above the extended warranty period.</p>
<b>GCC 12.3</b>	If required, the Performance security shall be in the form of a Bank Guarantee/TDR/FDR drawn in favour of the Purchaser.
<b>GCC 12.4</b>	Discharge of the Performance Security shall take place not later than 45 days following the date of completion of the Contractor's performance obligations, including the warranty obligation and defects liability, under the contract.
<b>GCC 12.5</b>	<p>Add as Clause 12.5 to the GCC the following:</p> <p>In the event of any contractual amendment, the Contractor shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 45 days after the completion of performance obligations including warranty obligations.</p>
<b>GCC 13</b>	The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Works from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes.
<b>GCC 13.1</b>	The Contractor is required under the Contract to execute the Works as per the specification and all related costs shall be included in the Contract Price.

<b>Section VII</b>	<p>The inspections and tests shall be: The following inspections and tests shall be performed: The following inspection procedures and tests are required by the purchaser :</p> <ol style="list-style-type: none"> <li>1 The works will be accepted after inspection by Uttar Pradesh Bhumi Sudhar Nigam, TC/19V Vibhuti Khand, Gomti Nagar, Lucknow-226010 or his representative.</li> <li>2 Notwithstanding anything stated elsewhere the purchaser or his representative will have the right to conduct the inspection and tests on premises of the UPBSN elsewhere at any stage of execution of work.</li> <li>3 Should any inspected or tested works fail to conform to the specifications specified in the contract, the purchaser or his representative may reject the works. Contractor shall either replace the rejected works or make alterations necessary to meet specification requirements free of cost to the purchaser within 7 days.</li> <li>4 After inspection and No Objection (NoC) from the Uttar Pradesh Fire Department, the final payment will be made.</li> </ol>
<b>GCC 14</b>	The liquidated damage shall be: 0.5% of contract price per week or part thereof.
	The maximum amount of liquidated damages shall be: 10% of the contract price.
<b>GCC 15</b>	The defects liability period of the successfully completed work will be : 12 months from the date of completion
	The period for repair or replacement shall be: 7 days.
	During the execution of work, for any damages/casualties, contractor will be fully responsible.
	During the execution of work any damages done, should be rectified or repaired by the contractor with their own cost.
	The goods used in installation and commissioning of fire fighting system, its warranty related paper will be submitted by the contractor to the purchaser.

## Section X. Contract Agreement

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

THIS AGREEMENT made

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

BETWEEN

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

WHEREAS the Purchaser invited Bids for certain Works and ancillary services, viz., Repairing, Installation and Commissioning of Fire Fighting System (Internal Hydrant System, External Hydrant System, Sprinkler and Wet riser system) and has accepted a Bid by the Contractor for the supply of those Works and Services.

The Purchaser and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) this Agreement
  - (b) the Letter of Acceptance
  - (c) Letter of Bid – Technical Part
  - (d) the Letter of Bid– Financial Part and original completed Schedules including Price Schedules
  - (e) the Addenda Nos. \_\_\_\_\_ (if any)
  - (f) Special Conditions of Contract
  - (g) General Conditions of Contract
  - (h) the Specification (including Schedule of Requirements and Technical Specifications)
3. In consideration of the payments to be made by the Purchaser to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Purchaser to provide the Works and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Contractor in consideration of the provision of the Works and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness—name, signature, address, date]*

For and on behalf of the Contractor

Signed: *[insert signature of authorized representative(s) of the Contractor]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness - name, signature, address, date]*

### 1A. Letter of Bid – Technical Part

***INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT***

*The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

**Date of this Bid submission:**

**RFB No.:** [insert number of RFB process]

**Request for Bid No.:** 01/2019-20

To:

Managing Director,  
Uttar Pradesh Bhumi Sudhar Nigam,  
TC/19V Vibhuti Khand,  
Gomti Nagar, Lucknow-226010; UP; India

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 2);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 9;
- (c) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedule specified in the Schedule of Requirements the following Works: Fire Fighting System (Internal Hydrant System, External Hydrant System, Sprinkler and Wet riser system)
- (d) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 10 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 14 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (f) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a sub, and meet the requirements of 9.
- (g) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (h) **Purchaser Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive;
- (i) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and



- (j) We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely "Prevention of Corruption Act 1988."

**Name of the Bidder:** \*[insert complete name of the Bidder]

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** \*\*[insert complete name of person duly authorized to sign the Bid]

**Title of the person signing the Bid:** [insert complete title of the person signing the Bid]

**Signature of the person named above:** [insert signature of person whose name and capacity are shown above]

**Date signed** [insert date of signing] **day of** [insert month], [insert year]

\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

## 1B. Letter of Bid - Financial Part

**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

*The Bidder must prepare the Letter of Bid - Financial Part on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

**Date of this Bid submission:** [Insert date (as day, month and year) of Bid submission]

**RFB No.:** [insert number of bidding process]

**Request for Bid No.:** 01/2019-20

**To:**

Managing Director,  
Uttar Pradesh Bhumi Sudhar Nigam,  
TC/19V Vibhuti Khand,  
Gomti Nagar, Lucknow-226010; UP; India

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part

In submitting our Financial Part we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 10 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 14 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:  
The total price of the Bid is [*insert the total price of the bid in Rs words and figures*];
- (c) **Discounts:** The discounts offered and the methodology for their application are:  
(i) The discounts offered are: [*Specify in detail each discount offered*]  
(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

(e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

**Name of the Bidder:** *\*[insert complete name of the Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*\* [insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

### 1. PERFORMANCE STATEMENT

Proforma for performance statement for period of last 5 years

Name of the Firm .....

Order placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered works	Value of order	Date of completion of works	Remarks indicating reasons for late works, if any

Signature and seal of the E-Bidder With name of the authorized person

## 2. Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: [Insert date (as day, month and year) of Bid submission]

RFB No.: 01/2019-20

Page    of    pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
3. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
5. Bidder's Authorized Representative Information <b>A.</b> Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
6. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 6. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 6 documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Purchaser</li> </ul>

### 3. Forms of Bid Security

#### Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

WHEREAS, \_\_\_\_\_ *[name of Bidder]*<sup>1</sup> (hereinafter called "the Applicant") has submitted his Bid dated \_\_\_\_\_ *[date]* or will submit his Bid for the supply of \_\_\_\_\_ *[name of Contract]* (hereinafter called "the Bid") under Request for Bids No.: 01/2019-20 *[insert number]* (hereinafter called "the RFB")

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ *[name of bank]* of INDIA *[name of country]* having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto Uttar Pradesh Bhumi Sudhar Nigam *[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of \_\_\_\_\_<sup>2</sup> for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price.

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

<sup>1</sup>*In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ....., and .....".*

<sup>2</sup>*The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 11.1 of the Instructions to Bidders.*

This Guarantee will remain in force up to and including the date \_\_\_\_\_<sup>3</sup> days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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<sup>3</sup>45 days after the end of the validity period of the Bid.