NATIONAL COMPETITIVE BIDDING

FOR SUPPLY

OF

HOSPITAL EQUIPMENT

UNDER

RAJASTHAN HEALTH SYSTEMS DEVELOPMENT PROJECT

Bid Reference: F.2 (35)/RHSDP/EPMC/2010/ 3378 / NCB-A Dated 20.07.10

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RAJASTHAN HEALTH SYSTEMS DEVELOPMENT PROJECT GOVERNMENT OF RAJASTHAN

NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF

HOSPITAL EQUIPMENT

Bid Reference: F.2 (35)/RHSDP/EPMC/2010/ 3378 / NCB-A Dated 20.07.10

DATE OF COMMENCEMENT OF

SALE OF BIDDING DOCUMENT : 02.08.2010

Date of Pre Bid Conference: : 16.08.2010 at 14:30 hrs.

LAST DATE FOR SALE OF : 31.08.2010 BIDDING DOCUMENT : 31.08.2010 up to 18:00 hrs.

LAST DATE AND TIME FOR : 01.09.2010 RECEIPT OF BIDS : up to 14:00 hrs.

TIME AND DATE OF OPENING : 01.09.2010

OF BIDS at 14:30 hrs.

PLACE OF OPENING OF BIDS : Office of the

Project Director

RHSDP, RHSDP Block

Swasthya Bhawan Tilak Marg C-Scheme –Jaipur Rajasthan

ADDRESS FOR COMMUNICATION : Office of the

Project Director

RHSDP, RHSDP Block

Swasthya Bhawan Tilak Marg C-Scheme –Jaipur Rajasthan

Telephones: 91-0141-5110730,5110739 Fax: 91-0141-2228778, 5110739,

E-mail : rhsdp_raj@yahoo.co.in

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GOVERNMENT OF RAJASTHAN RAJASTHAN HEALTH SYSTEMS DEVELOPMENT PROJECT

Directorate Medical Health & Family Welfare Services RHSDP Block, Swasthya Bhawan, Tilak Marg, Jaipur-302005, India Tel No.: 91-0141-5110730, 91-0141-5110739

Fax No.: 91-0141-2228778

IFB FOR NATIONAL COMPETITIVE BIDDING FOR EQUIPMENTS AND FURNITURE

: RAJASTHAN HEALTH SYSTEMS DEVELOPMENT PROJECT **Project Name**

Credit No. : 3867-IN

IFB No. : F.2 (35)/RHSDP/EPMC/2010/ 3378 / NCB Dated 20.7.2010

- The Government of India has received a Credit (Credit 3867-IN) from the International Development Association in various currencies towards the cost of Rajasthan Health Systems Development project and part of the proceeds of this credit will be applied to eligible payments under the contracts for which this invitation for Bids is issued.

 The Project Director, Rajasthan Health Systems Development Project (RHSDP) now invites sealed bids from eligible bidders for supply of following:
- 2.

G8 O.T G9 Auto i 10 i 11 G12 Surgi	iobile X-ray machine I light s (Ceiling Dual) I clave H.P. (Horizontal) Pulse Oxymeter Boyles Apparatus I cal Diathermy Machine I gency Resuscitation Kit	12 14 12 36 13	2.8.2010	31.8.2010 upto 18.00 Hrs.	01.09.2010 upto 14.00 Hrs.	01.09.2010 at 14.30 Hrs.
G9 Auto i 10 i 11 G12 Surgi	clave H.P. (Horizontal) Pulse Oxymeter Boyles Apparatus ical Diathermy Machine	12 36 13	2.8.2010			
i 10 i 11 i 11 Surgi	Pulse Oxymeter Boyles Apparatus ical Diathermy Machine	36	2.8.2010			
6 11 Surgi	Boyles Apparatus ical Diathermy Machine	13	2.8.2010			
G12 Surgi	ical Diathermy Machine			apto 10.00 1113.	ирко 14.00 г н з.	dt 14.00 1113.
- 3	<u> </u>	13				at 14.50 Tils.
13 Emer	Describation Kit					
	gency Resuscitation Kit	37	1			
G6 Syi	ringe Infusion Pumps	168				
G4 Bi	- Phasic Defibrillator	36				
616 Air Co	onditioner with Stabilizer	46	2.8.2010	31.8.2010 upto 18.00 Hrs.	01.09.2010 upto 14.00 Hrs.	01.09.2010 at 14.30 Hrs.
G 5	Fowler Bed	236		31.8.2010	01.09.2010	01.09.2010
614	Wheel Chair	150	2.8.2010	upto 18.00 Hrs.	upto 14.00 Hrs.	at 14.30 Hrs.
G 5	6 Air Cd	Air Conditioner with Stabilizer Fowler Bed Wheel Chair	6 Air Conditioner with Stabilizer 46 5 Fowler Bed 236 4 Wheel Chair 150	6 Air Conditioner with Stabilizer 46 2.8.2010 5 Fowler Bed 236 4 Wheel Chair 150 2.8.2010	6 Air Conditioner with Stabilizer 46 2.8.2010 31.8.2010 upto 18.00 Hrs. 5 Fowler Bed 236 31.8.2010 31.8.2010	6 Air Conditioner with Stabilizer 46 2.8.2010 31.8.2010 upto 18.00 Hrs. upto 14.00 Hrs. 5 Fowler Bed 236 31.8.2010 31.8.2010 upto 18.00 Hrs. upto 14.00 Hrs. 4 Wheel Chair 150 2.8.2010 upto 18.00 Hrs. upto 14.00 Hrs.

- 3. Interested eligible Bidders may obtain further information from and also inspect the bidding documents at the office of PROJECT DIRECTOR, RAJASTHAN HEALTH SYSTEMS DEVELOPMENT PROJECT, RHSDP Block, SWASTHYA BHAWAN, TILAK MARG,C-SCHEME, JAIPUR, INDIA, Tel.: 91-0141-5110730, 91-0141-5110739, Fax No.: 91-0141-2228778, Email: rhsdp_raj@yahoo.co.in
- A complete set of bidding documents may be purchased from above Office against a written application during office hours 9.30 Hrs to 18.00 Hrs on all working days or by post upon payment of a non-refundable fee of Rs. 2000 (Postal Charges Extra)as Indicated below by Demand Draft/Banker's Cheque favoring Project Director, Rajasthan Health Systems Development Project, payable at Jajour,
- The provisions in the Instructions to Bidders and in the General Conditions of contract are based on World Bank Standard Bidding Document of Procurement of 5.
- 6. Postal Charges - Inland / Overseas : Rs. 200 / Rs. 500
- 7. Place of opening of bids and address for communication are as given in para (3) above
- 8. All bids along with bid security as specified in the bid document must be delivered to above office at the date and time Indicated above in para 2. Bids will be opened in presence of Bidders authorized representatives on the specified date and time. If date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission and opening of bids will be the following working day at the appointed times.
- 9. Tender Document can also be viewed at our website http://raiswasthya.nic.in & www.rhsdp.org and is meant for inspection. The tenderers intending to participate in the Bidding process should purchase the Bid document from Project office as mentioned above. No downloaded document will be accepted.

Project Director

SECTION II: INSTRUCTIONS TO BIDDER

SECTION II: INSTRUCTIONS TO BIDDERS

TABLE OF CLAUSES

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A. Introduction

1. Source of Funds

- 1.1 The Government of India has received a Credit from the International Development Association for Reconstruction and Development (hereinafter called Bank) in various currencies equivalent to US Dollars 89 Millions towards the cost of the Rajasthan Health Systems Development Project, Jaipur, India and intends to apply part of the proceeds of this Credit to eligible payments under the Contract(s) for which this Invitation for Bid is issued.
- 1.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Credit Agreement, and will be subject in all respects to the terms and conditions of that agreement. The Credit Agreement prohibits a withdrawal from the Credit 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. No party other than the Borrower shall derive any rights from the Credit Agreement or have any claim to the Credit proceeds.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source countries as defined in *Guidelines: Procurement under IBRD Loans and IDA Credits*, dated January 1995, revised January & August 1996, September 1997 and January 1999, hereinafter referred as the *IBRD Guidelines for Procurement*, except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 2.3 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
- **2.4** Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Clause 36.1.

3. Eligible Goods and Services

- 3.1 All goods and ancillary services to be supplied under the Contract shall have their origin in eligible source countries, defined in the IBRD Guidelines for Procurement and all expenditures made under the Contract will be limited to such goods and services.
- 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Project Director, Rajasthan Health Systems Development Project, Jaipur, India hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

- 5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
 - (a) Instruction to Bidders (ITB);
 - (b) General Conditions of Contract (GCC);
 - (c) Special Conditions of Contract (SCC);
 - (d) Schedule of Requirements;
 - (e) Technical Specifications;
 - (f) Bid Form and Price Schedules;
 - (g) Bid Security Form;
 - (h) Contract Form;
 - (i) Performance Security Form
 - (j) Performance Statement Form;
 - (k) Manufacturer's Authorization Form;
 - (1) Bank Guarantee for Advance Payment Form; and
 - (m) Equipment and Quality Control Form.
- 5.2 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 submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than 15 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders which have received the bidding documents.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 7.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, and will be binding on them.
- 7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. 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 English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Constituting the Bid

- 9.1 The bid prepared by the Bidder shall comprise the following components:
 - (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11 and 12;
 - (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
 - (d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

11. Bid Prices

- 11.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.
- 11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - (i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable:
 - a. on components and raw material used in the manufacture or assembly of goods quoted exworks or ex-factory; or
 - b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
 - (ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
 - (iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
 - (iv) the price of other incidental services listed in Clause 8 of the Special Conditions of Contract.
- 11.3 The Bidder's separation of the price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 11.4 Fixed Price. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 24.

12. Bid Currencies

12.1 Prices shall be quoted in Indian Rupees:

13. Documents Establishing Bidder's Eligibility and Qualifications

- Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:
 - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (as per

authorization form in Section XII) by the goods' Manufacturer or producer to supply the goods in India.

[Note: Supplies for any particular item of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturer's for the same item in the bid will be treated as non-responsive.]

- (b) that the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VI-A. To this end, all bids submitted shall include the following information:
 - (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
 - (ii) Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (suggested proforma given in Section XI);
- (c) that the bidder will assume total responsibility for the fault free operation and maintenance during the warranty period .

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and
 - (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount as specified in Section-V Schedule of Requirements.
- 15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be denominated in Indian Rupees and shall:
 - (a) at the bidder's option, be in the form of either a certified check, letter of credit, a demand draft, or a bank guarantee from a nationalized/Scheduled Bank located in India or by a reputable banking institution selected by the bidder and located abroad in any eligible country;
 - (b) be substantially in accordance with one of the form of bid security included in Section VIII or other form approved by the Purchaser prior to bid submission;

- (c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 15.7 are invoked;
- (d) be submitted in its original form; copies will not be accepted; and
- (e) remain valid for a period of 45 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB Clause 16.2. Accordingly, a bid with a bid security that expires before **14 January 2011** shall be rejected as non responsive.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.
- 15.5 Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.
- 15.7 The bid security may be forfeited:
 - (a) if a Bidder (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or
 - (b) in case of a successful Bidder, if the Bidder fails:
 - (i) to sign the Contract in accordance with ITB Clause 34; or
 - (ii) to furnish performance security in accordance with ITB Clause 35.

16. Period of Validity of Bids

- 16.1 Bids shall remain valid for 90 days after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 19. Accordingly each bid shall be valid through 30 November 2010. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3 hereinafter.
- 16.3 In the case of fixed prices contracts, in the event that the Purchaser requests and the Bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award shall be the bid price corrected as follows:

The price shall be increased by the factor 5% per annum for each week or part of a week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful Bidder.

16.4 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

17. Format and Signing of Bid

- 17.1 The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

- 18.1 The Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". He shall then place all the inner envelopes in an outer envelope.
- 18.2 The inner and outer envelopes shall:
 - (a) be addressed to the Purchaser at the following address:

Project Director RHSDP, RHSDP Block Swasthya Bhawan, Tilak Marg, C- Scheme Jaipur. Rajasthan INDIA.

- (b) bear the Project Name, the Invitation for Bids(IFB) title and number, and a statement "Do not open before **14.30 hours on 01.09.2010**."
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 18.5 Telex, cable or facsimile bids will be rejected.

19. Deadline for Submission of Bids

- 19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a) no later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.
- 19.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 19, will be rejected and/or returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 21.3 No bid may be modified subsequent to the deadline for submission of bids.

21.4 No bid may be withdrawn 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 bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 15.7.

E. Bid Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

22.1 The Purchaser will open all bids, in the presence of Bidders' representatives who choose to attend, at **14.30 hours on 01.09.2010** and in the following location:

Office of the Project Director RHSDP, RHSDP Block Swasthya Bhawan Tilak Marg C- Scheme Jaipur. Rajasthan INDIA.

The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

24. Preliminary Examination

- 24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Agents, without proper authorization from the manufacturer as per Section XII, shall be treated as non-responsive.
- 24.1.1 Where the Bidder has quoted for more than one item, if the bid security furnished is inadequate for all the items, the Purchaser shall take the price bid into account only to the extent the bid is secured. For this purpose, the extent to which the bid is secured shall be determined by evaluating the requirement of bid security to be furnished for the item included in the bid (offer) in the serial order of the Schedule of Requirements of the Bidding document.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price 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 a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
- 24.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a

substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 7). Warranty (GCC Clause 15), Force Majeure (GCC Clause 25), Limitation of liability (GCC Clause 29), Applicable law (GCC Clause 31), and Taxes & Duties (GCC Clause 33) will be deemed to be a material deviation. 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.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

25. Deleted

26. Evaluation and Comparison of Bids

- 26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24 for each item separately. No bid will be considered if the complete requirements covered of the item is not included in the bid. However, as stated in Para 11, Bidders are allowed the option to bid for any one or more items and to offer discounts for combined items. These discounts will be taken into account in the evaluation of the bids so as to determine the bid or combination of bids offering the lowest evaluated cost for the Purchaser in deciding award(s) for each item.
- 26.2 The Purchaser's evaluation of a bid will exclude and not take into account:
 - (a) in the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder:
 - (b) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.

26.3 Deleted.

- 26.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 26.5 and in the Technical Specifications:
 - (i) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
 - (ii) delivery schedule offered in the bid;
 - (iii) deviations in payment schedule from that specified in the Special Conditions of Contract;
 - (iv) The availability in India of spare parts and after sales service for the goods/equipment offered in the bid;
- (v) The cost of incidental and warranty services
- 26.5 Pursuant to ITB Clause 26.4, one or more of the following evaluation methods will be applied:
 - (a) *Inland Transportation, Insurance and Incidentals*:
 - (i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITB Clause 11.2 (iii).
 - The above costs will be added to the bid price.
 - (b) Delivery Schedule:
 - (i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each bid after allowing for reasonable

transportation time. Treating the date as per schedule of requirements as the base, a delivery "adjustment" will be calculated for other bids at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the bid price for evaluation. No credit will be given to earlier deliveries and bids offering delivery beyond 1 month of stipulated delivery period will be treated as unresponsive.

(c) Deviation in Payment Schedule:

The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation, at a rate of 10 percent per annum.

- (d) Spare parts and After Sales Service Facilities in India:
 - The cost to the purchaser of establishing the minimum service facilities and parts inventories, if quoted separately, shall be added to the bid price.
- (e) The purchaser will add to the bid price the following as quoted by the bidder:
- i) the cost of other incidental services

27. Deleted.

28. Contacting the Purchaser

- 28.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser 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 purchaser, it should do so in writing.
- 28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

F. Award of Contract

29. Postqualification

- 29.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 13.3 (b) and is qualified to perform the contract satisfactorily.
- 29.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13, as well as such other information as the Purchaser deems necessary and appropriate.
- 29.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

30. Award Criteria

30.1 Subject to ITB Clause 32, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

31. Purchaser's right to vary Quantities at Time of Award

31.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 15 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

32. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

32.1 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 the affected Bidder or bidders.

33. Notification of Award

- 33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- 33.2 The notification of award will constitute the formation of the Contract.
- 33.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 33.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address it's request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

34. Signing of Contract

- 34.1 At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 34.2 Within 21 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

35. Performance Security

- 35.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.
- 35.2 Failure of the successful bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

36 Corrupt or Fraudulent Practices

- 36.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders/Suppliers/Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:
 - (a) defines, for the purposes of this provision, the terms set forth as follows:
 - "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
 - (iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non competitive level; and

- (iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- (v) "Obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation in order to materially impede a Bank investigators 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 sub-clause 36.1 (e) below."
- (b) 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 practice or coercive practices in competing for the contract in question;
- (c) 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 a loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactorily to the Bank to remedy the situation;
- (d) 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 or coercive 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 consultants to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.
- 36.2 Furthermore, Bidders shall be aware of the provision stated in 24.1 of the General Conditions of Contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT

SECTION III : GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
 - (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
 - (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
 - (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means the Special Conditions of Contract.
 - (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
 - (h) "The Purchaser's country" is the country named in SCC.
 - (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
 - (j) "The World Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (k) "The Project Site", where applicable, means the place or places named in SCC.
 - (1) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Country of Origin

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the member countries and territories eligible under the rules of the World Bank as further elaborated in SCC.
- 3.2 For purposes of this Clause "origin" means the place where the Goods are mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information

- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.4 The supplier shall permit the Bank to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Bank, if so required by the Bank.

6. Patent Rights

6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

7. Performance Security

- 7.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
 - (a) A Bank guarantee or irrevocable Letter of Credit, issued by a nationalized/scheduled bank located in India or a bank located abroad acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
 - (b) A cashier's check, certified check, or demand draft.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

- 8.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

12. Transportation

- 12.1 Deleted.
- 12.2 Deleted.
- 12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.
- 12.4 Deleted

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

14. Spare Parts

- 14.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
 - (a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (j) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 18 months after the date of shipment from the place of loading whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.
- 16.4 Payment shall be made in **Indian Rupees**.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders

- 18.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
 - (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipping or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

21. Subcontracts

- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

- 22.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

- 24.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, 24, the Supplier 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.
- 25.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.

26. Termination for Insolvency

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

27. Termination for Convenience

- 27.1 The Purchaser, by written notice sent to the Supplier, 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 Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

28. Settlement of Disputes

- 28.1 The Purchaser and the supplier 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.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier 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.
- 28.2.1 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 delivery of the Goods under the Contract.
- 28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 28.3 Notwithstanding any reference to arbitration herein,
 - (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (c) the Purchaser shall pay the Supplier any monies due the Supplier.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,
 - (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

30.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

31. Applicable Law

31.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

32. Notices

- 32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.
- 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33. Taxes and Duties

- 33.1 Deleted.
- 33.2 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

SECTION IV: SPECIAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

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Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. **Definitions (GCC Clause 1)**

- (a) The Purchaser is Project Director Rajasthan Health Systems Development Project, RHSDP, RHSDP Block, Swasthya Bhawan, Tilak Marg, C- Scheme, Jaipur 302005, India
- (b) The Supplier is

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Section XIV of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement".

3. Performance Security (GCC Clause 7)

- 3.1 Within 21 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.
 - 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 60 days over and above the extended warranty period.
- 3.2 Substitute Clause 7.3 (b) of the GCC by the following:
 - A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favor of Project Director Rajasthan Health Systems Development Project, Jaipur.
- 3.3 Substitute Clause 7.4 of the GCC by the following:
 - The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.
- 3.4 Add as Clause 7.5 to the GCC the following:
 - In the event of any contract amendment, the Supplier shall, within 21 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 60 days after the completion of performance obligations including warranty obligations.

4. Inspection and Tests (GCC Clause 8)

The following inspection procedures and tests are required by the Purchaser:

The Purchaser or its representative shall inspect and/or test any or all of the goods to confirm their conformity to the contract, prior to dispatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment on receipt at destination.

The supplier shall ensure pre-dispatch tests and inspection at its end conducted by an independent testing agency /laboratory preferably recognized/approved by the Government. The supplier shall

submit such tests reports and inspection notes to the purchaser while requesting for pre-dispatch inspection by the purchaser.

If the goods fail to meet the laid down specifications, the supplier shall take immediate steps to rectify the deficiency and/or replace the defective equipment to the satisfaction of the purchaser.

5. Packing (GCC Clause 9)

Add as Clause 9.3 of the GCC the following:

1. The supplier will have to make packing for each facility with the respective allotted quantity of the Item separately as detailed in the consignee list (Annexure A) and shall be supplied to the respective consignee. Each package will be marked on two sides with proper paint / indelible ink, the following:

i) Project : Rajasthan Health Systems Development Project

ii) Item Name :

iii) Facility Name :

iv) Supplier's Name:

v) Allocated qty:

Purchaser's Name : Rajasthan Health Systems Development Project

Government of Rajasthan

RHSDP Block , SWASTHYA BHAWAN

TILAK MARG, C-SCHEME

JAIPUR-302005

Phone No. : + 0141-5110730,5110739 (JPR)

Fax No. : + 0141-2228778

2. Supplier will clearly mark (using indelible ink)/emboss/paste a permanent sticker on the equipment wherever applicable the following:-

i) RHSDP supplies, Govt. of Rajasthan

- ii) Service support No. and address,
- iii) E-mail address,
- iv) Manufacturers address
- v) Date of installation
- vi) Expiry of Warranty period

6. Delivery and Documents (GCC Clause 10)

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) 03 Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) one original and 2 copies of acknowledgment of receipt of goods from the consignee(s);
- (iii) 03 Copies of packing list identifying the contents of each package;
- (iv) Insurance Certificate; (3 copies)
- (v) Manufacturer's/Supplier's warranty certificate; (3 copies)
- (vi) Inspection Certificate issued by the inspection agencies and the Supplier's factory inspection report; and
- (vii) Certificate of Origin. (3 copies)

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

7. **Insurance (GCC Clause 11)**

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.

8. Incidental Services (GCC Clause 13)

The following services covered under Clause 13 shall be furnished and the cost shall be included in the contract price:

- (a) Furnishing of detailed operations and service manual for each appropriate unit of supplied Goods.
- (b) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

9. Spare Parts (GCC Clause 14)

GCC 14.1 – All services mentioned therein are required. Suppliers shall ensure the availability of spare parts and after sales service beyond the warranty period for a period of atleast ten years on payment for supply or through Annual Maintenance/service contracts , which the purchaser may optionally enter.

Add as clause 14.2 to the GCC the following:-

Supplier shall carry sufficient inventories to assure ex-stock supply of all consumables and spares for the goods. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

10. Warranty (GCC Clause 15)

(i) G.C.C. Clause 15.2:

In partial modification of the provisions, the warranty period shall be 36.months from the date of acceptance of Goods or 42 months from the dates of Shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be
 necessary in order to attain the contractual guarantees specified in the Contract at its own cost
 and expense and to carry out further performance tests in accordance with SCC 4;
 OR
- (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 15% as specified in Technical Specifications.
 - (ii) Substitute Clause 15.4 of the GCC by the following:

"Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter.

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."

(iii) GCC Clauses 15.4 and 15.5:

The period for correction of defects in the warranty period is 3 days.

(iv) If any equipment/s gives continuous trouble, say four times in one month during the warranty period, the supplier shall replace the equipment with new one without any additional cost to the purchaser.

11. Payment (GCC Clause 16)

- a) Payment for Goods and Services shall be made by Project Director, RHSDP, Jaipur in Indian Rupees, as follows:
- (i) Advance Payment: Ten percent of the Contract Price shall be paid within 30 days of signing of Contract against a simple receipt and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in the bidding document.

- (ii) On Delivery: Eighty percent of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in SCC Clause 6 above; and
- (iii) *On Final Acceptance*: the remaining ten percent of the Contract Price shall be paid after installation and commission of the equipment to the supplier within 30 days after the date of the acceptance certificate issued by the Purchaser's representative for the respective delivery.

12. Prices (GCC Clause 17)

Substitute clause 17.1 of the GCC with the following:

17.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

13. Sub-contracts (GCC Clause 21)

Add at the end of GCC sub-clause 21.1 the following:

Sub-contract shall be only for bought-out items and sub-assemblies

14. Liquidated Damages (GCC Clause 23)

14.1 For delays:

GCC Clause 23.1 -- The applicable rate is 0.5% per week and the maximum deduction is 10% of the contract price.

15. Settlement of Disputes (Clause 28)

The dispute settlement mechanism to be applied pursuant to GCC Clause 28.2.2 shall be as follows:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier 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(with all amendments thereafter). The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. 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 Principal Secretary, Medical, Health & Family Welfare Department, Government of Rajasthan(India).
- (b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. 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 Principal Secretary, Medical, Health & Family Welfare Department, Government of Rajasthan(India).
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Principal Secretary, Medical, Health & Family Welfare Department, Government of

Rajasthan (India) ,both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Principal Secretary, Medical, Health & Family Welfare Department, Government of Rajasthan(India) , making such an appointment shall be furnished to each of the parties.

- (d) Arbitration proceedings shall be held at Jaipur Rajasthan, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (e) 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.
- (f) 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 Principal Secretary, Medical, Health & Family Welfare Department, Government of Rajasthan (India).

16. Notices (Clause 32)

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: Project Director Rajasthan Health Systems Development Project,
Directorate Medical, Health & Family Welfare Services,
Swasthya Bhawan, Tilak Marg, Jaipur – 302005, India

Supplier:	(To be	e filled i	n at the t	ime of Co	ontract sign	ature,

17. **Progress of Supply**

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under*:

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity despatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract

(in case of stage-wise inspection, details required may also be specified).

18. Miscellaneous conditions:

- 1. Compliance statement mentioning make, model, country of origin with deviations, if any as per technical specifications should be submitted along with the offer.
- Stabilizers/CVT/UPS of suitable capacity should be supplied along with the items, if necessary.
 Wherever it is specifically mentioned in the specifications for UPS/ Stabilizers/ CVT, it should be supplied as per specifications. UPS/ Stabilizers/ CVT supplied by the firm shall also carry the same warranty as of the equipment supplied.
- 3. The firm should have well established after sales support in Rajasthan. Company service centre address, Phone numbers should be provided along with the offer.
- 4. End user training at installation site, to be provided to all concerned till the satisfaction of end user at the time of installation or as and when required during the warranty period. Any startup kit required for operation of the machine at the time of training shall be provided by the supplier at no extra cost to the purchaser.
- 5. The supplier should provide 3 nos. of preventive maintenance services yearly during the warranty period which will be other than breakdown calls (if any).
 - The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all equipments execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine worked on a quarterly basis.
 - If any critical component of the entire configuration is out of service for more than three days, the Supplier shall either immediately replace the defective unit or replace it at its own cost.
 - The Supplier will respond to a site visit and commence repair work on the equipment within 24 hours of being notified of equipment malfunction.
- 6. All the certificates submitted by the bidder in the bid, should be duly notarized and self signed.
- 7. All the pages of the bid submitted should be page numbered and Indexed.

SECTION V : SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS

Line	Description	Qty in	Bid Security in	Delivery
Item No.		No's	Rupees	Schedule
G7	Mobile X-ray machine	12	192000.00	Within 90
		12	192000.00	days from the
G8	O.T. light s (Ceiling Dual)	14	70000.00	date of signing
G9	Autoclave H.P. (Horizontal)	12	48000.00	of contract
G10	Pulse Oxymeter	36	25200.00	
G11	Boyles Apparatus	13	26000.00	
G12	Surgical Diathermy Machine	13	26000.00	
G13	Emergency Resuscitation Kit	37	33400.00	
G6	Syringe Infusion Pumps	168	131200.00	
G4	Bi-Phasic Defibrillator	36	144000.00	

Terms of Delivery:

The delivery shall be made on "FOR destination" as per consignee list attached at Annexure - A

SECTION VI: TECHNICAL SPECIFICATIONS

SECTION VI. TECHNICAL SPECIFICATIONS

Part - A

GENERAL TECHNICAL SPECIFICATIONS

I. INTRODUCTION:

- 1. Bidders are requested to offer the Equipment as per the specifications attached.
- 2. Where reference is made in the Technical Specifications to specific standards and code to be met by the goods and materials to be furnished or tested, the provision of the latest current editions or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the contract. Where such standards and codes are national or related to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.
- 3. In case of 'Indian Product' the bidder should submit IEC certificate (wherever asked in the specifications) from the Regional Test Laboratory Govt. of India only.
- 4. Bidder in their own interest can quote for items and services separately if in the view of bidder, the purchaser unknowingly omitted or expressively not indicated the requirements of items/services without which, the commissioning or acceptance or otherwise of the equipment of the bidder will be a doubtful proposition.
- 5. The offer will be treated as non responsive if the warrantee does not cover consumables vacuumatic products, accessories also.
- 6. Catalogue, Pamphlet, descriptive literature and technical specifications for each item must be forwarded with the offer.
- 7. All items should be of high quality, durable, and suitable for use in a Hospital. The technical specification of each item delivered shall be that currently in use at the time of delivery.
- 8. Any other specific conditions / stipulations / requirements mentioned in the Technical Specifications should form an Integral Part of this.

The Supplier shall print a logo on each item of supply with the words "RHSDP Supplies".

Part - B

TECHNICAL SPECIFICATIONS

Technical Specification (Mobile X-Ray Machine)

- The Unit should be able to give an output high frequency up to 150 ma.
- The Unit should have 40 to 120 kV
- X ray Tube –Rotating Anode type with focal spot size of 0.6mm
- The Electronic Timer is to have latest Microprocessor based technology and should have the mAS Integration.
- System should have online monitoring of KV and mAS ensuring optimum usage of the Xray tube.
- The Unit should work on high frequency X-ray generation technology & it should be able to work with input voltage of 170-250 volts, with mains resistance <1.5 Ohm. Overload protection by continuous monitoring of parameters.
- The Collimator in the Equipment should have high intensity light for clear visualization of the area of interest with auto shut facility to ensure longer life of the collimator lamp.
- The equipment should have Cassette storage Box for storage of cassettes and films.
- The Equipments total weight should not more than 250 Kgs.
- Feed back mechanism for error identification available on the equipment.
- Control should have Programmable anatomical technique.
- The equipment should be certified by BIS & AERB for Safety regulation.

Enclose required valid certificate along with tender documents.

- Unit should have electronic feather touch key board.
- Both auto and manual mode selection should be possible.
- Should have independent Kvp & mAs Display.
- Audible X ray ON alarm should be available for safety.
- Spring balanced tube stand with rotation in all direction having horizontal and vertical travel arms for better positioning.

The system should switch to stand by mode automatically if unit is idle for more than 5-7 minutes.

- Unit should provide with main power cable having length not less then 3 meters.
- Unit must have electronic timer 0.02 to 5 sec.
- Out put of the X ray generator should be 18 KW or more.
- Movements are :
 - i. Up/Down.
 - ii. Vertical travel.
 - iii. In/Out travel.
 - iv. Angular travel.

O.T. lights (Ceiling Shadowless Double Dome)

- OT Light should be with single Bulb Technology with two Lamp head of 700 mm and 500 mm dia with integrated reflection optical system.
- Each Lamp head should be fitted with Halogen Bulb of 24V 150 W with back-up bulb which automatically switches when the main bulb burnout. Indicator should be provided on the joint arm for status indication of main and standby bulb.
- Each Lamp head should be fitted with multifacet aluminum reflector having dia of app 580 mm with more than 3000 facet for main lamp head and app 415 mm dia with more than 2500 facet for satellite lamp head.
- Advanced filter technology and special diffuser.
- Feather touch digital control should be provided to offer different level of light intensity.
- Easily maneuverable should be spring balanced Lamp head with a single piece plastic molded sterlizable handle in the middle of focusing and lamp head movements in both lamp head.
- Supplied with two separate low voltage supply unit.

Technical Data:

Major Lamp head	700 mm dia
Light Intensity	130000 Lux
Power Requirement	150 W
Satellite Lamp head	500 mm dia
Light Intensity	100000 Lux

Should comply with relevant IEC safety standard and should submit IEC certificate from National / Govt. approved laboratory.

Autoclave H.P.(Horizontal)

Technical Specifications:

- The Autoclave shall be ISI marked- IS: 3829 1978 (part I) with latest amendments. The Autoclave shall be a horizontal cylindrical high pressure sterilizer; Triple walled with Steam jacketed and separate Boiler. The chamber, ring and back plate and steam generator shall be of stainless steel of grade 316. The jacket shall be puff insulated (environment friendly) to minimize the heat losses. The sterilizer shall be provided with a pressure locking type safety door, which locks automatically as soon as the chamber is under pressure, unlocking only when the chamber is exhausted.
- The sterilizer shall be provided with:-
- Multi port main operating valve to control the entire steam sterilization.
- Pressure gauge for jacket.
- Compound gauge for Chamber.
- Plug Screen to avoid chocking of discharge line
- Non-Return Valve.
- Safety Valve.
- Quick Vacuum drying apparatus
- Self-Sterilizing Vacuum Drier.
- Arrangement to avoid contamination of Sterilized Load.
- Automatic accidental Vacuum Breaker.
- Automatic Pressure Control Switch to economise power consumption
- Automatic low water level cut off Devices.
- Indicating lamp of Operation.
- The Unit shall be mounted on aluminum enameled tubular steel frame with ground leveling screwed flanges.
- Unit Design shall include an airtight pressure proof neoprene seal / gasket.
- The equipment shall have a timer with alarm system.
- The Autoclave shall have a single piece door made of Stainless Steel grade 316 with shooting bolts & flush mounting will be SS grade of 304. The jacket shall be made of heavy gauge Stainless Steel Sheet of grade 316 with leak proof argon arc Welding & outer cover will be SS of grade 304.
- All fittings shall be chromium plated preferably.
- Heating Element: Flanged type immersion heating elements made of high-grade material, shall be duly ISI marked (IS: 4159 1983) with latest amendments or Equivalent.
- The equipment shall ensure complete safety to the working personnel against explosive openings.

- Hydraulic test shall be done at 2.5 times the working of Sterilizer chamber and working pressure of the jacket respectively.
- Operating pressure: 15 psi at a temperature of 121 Degrees Centigrade and 30 psi at 134 Degrees Centigrade.
- Desired pressure: 2.2 kg/Cm Square
- Chamber Size: Inner 500 x 1200 mm (Dia x Depth), 9 KW.
- Provision of Dial type Thermometer to show chamber temperature.
- Provision of glass tube for boiler water level check.
- Suitable to operate on $440 \pm 10\%$ Volts, 3 ph, 50 Hz, AC supply
- Power on/off through DOL starter to be included.
- Accessories:
- 2Nos. of Stainless steel Drums size 350 mm Dia x 240 mm Depth seamless to IS:3831-1979 with latest amendments or Equivalent and Spare Heating element-ISI marked-1 set
- Spares:
- 2 Nos. neoprene Gaskets. 2 nos. Glass tubes. 1 No. Tool Kit.
- Equipment shall conform to relevant safety standards for medical equipment as per IS: 8607.

Pulse Oxymeter

The pulse oximeter should have the following provisions required for operation theatres, ICUs, ICCUs and NICUs, ambulances and out-patient rooms.

- **№** LCD display (minimum 4") large digital display of SpO₂, pulse rate and plethysmogram with continuous display of high/low alarm limits pulse strength bar graph.
- ▶ Pulse strength bar graph.
- ₩ Wide range of sensors finger probe for adult and pediatric.
- Mains & Battery operated. Power input: 220 VAC ±10%, 50Hz.
- Compact, portable and easy to set up with minimum 4 Hrs. battery backup with battery level indicator.
- SpO_2 0-100% Accuracy - \pm 2%, 70-100% \pm 3%, 50-69%
- Pulse rate within 30-250 bpm, Accuracy - + 2% full scale
- Pulse beep separately adjustable beep volume (including off), tone frequency varies with the SpO₂ value.
- Patient alarm audible and visible alarm with adjustable volume (including off), audible alarm silence key with following alarm range:
- **y** SpO₂ Low off 50-99% High 50-100% off
- Pulse rate Low off 40-100 High 70-250, off
- ► Should have trend memory for pulse & SpO₂
- Following alarms to be included:
- Sensor disconnection
- Low pulse
- Low battery

The pulse oxymeter should have Nellcore or Masimo module.

Should have BIS or "CE" marked or US FDA approved.

Should submit certificate of relevant IEC safety standards.

Boyles Apparatus

Features	Specifications
Construction	Tubular, rigid, electro statically powder coated steel section
Cylinder Yokes	Gas specific yokes with sliding stainless steel clamping bars for easy handling. Two each for oxygen and nitrous oxide cylinders.
Table Top	Stainless steel.
Mobility	Four large diameter anti-static castor wheels with ball bearings. Front castors have brakes.
Pressure Gauges	Two each for oxygen and nitrous oxide.
Regulators	Two each for oxygen and nitrous oxide.
Non-return cum Pressure Release Valve	Minimizes risk of backflow of gases, blows off when pressure exceeds 125 cm of water column.
OFWD (Oxygen Failure Warning Device)	Pneumatic device which activates audible alarm (for minimum of 10 seconds) when oxygen supply pressure falls to 205 kPa.
Vaporisers	Space for at least two or more vaporizers of choice. Halothane vaporizer:- Agent specific, colour coded temperature, flow & pressure compensated with graduation from 0.5 to 6% halothane. If recalibration is required at any time, it shall be done free of cost by the company up to 5 years from the date of installation. During repair/recalibration, standby unit, if required, will be provided by the supplier free of cost.
Flowmeters	Long (approx 230 mm) rotating bobbin flow meters calibrated in double/triple scale for accuracy and clarity in reading. Hypoxia guard

 $O2 \rightarrow 0.1$ to 10 lit/min

 $N2O \rightarrow 0.2$ to 10 lit/min

Emergency outlet for supply of O2 to patient.

Easy movable circle system (single or double chamber).

Easy open & close circuit switch should be available in the machine at convenient angle.

Rigid top tray for monitors.

Two built-in oxygen outlets (4.22 kg/cm²) for driving ventilators, etc.

Space for ventilator.

Extended rear platform for two 10 litre water capacity cylinders.

Magill Circuit Complete

Bain Circuit Complete (Adult & Paed.)

Trolley should have one drawer

Key spanner for A type cylinder-2 nos

1, 1.5 & 2 lit antistatic rebreathing bag-1 each

Face mask for Adult & Paediatric

The basic anaesthesia machine should be ISI / CE marked / USFDA approved. Halothane vaporizer should be CE marked or equivalent.

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Oxygen Flush

Circle absorber

Accessories

Electro Surgical Unit (Surgical Diathermy)

- 1. Microprocessor based digital display electrosurgical unit with continuous feedback system & having feather touch controls.
- 2. Pure cut & 2 blends with varying degree of hemostatis & under water cutting application
- 3. Spray coagulation, Force & Soft coagulation mode & two Bipolar (micro & macro) mode.
- 4. Audio alarm on completion of Bipolar Coagulation.
- 5. Capability to auto store last used values on front panel if unit is shut off
- 6. The unit should have double paddle explosion protected foot switch for monopolar cut and coagulation and dual pad silicon patient plate for continuously contact monitoring system.
- 7. The unit should have facility of dual mono polar coagulation.
- 8. Separate foot switch for Bipolar Coagulation.
- 9. Automatic switch off circuit when there is break in patient connecting wire and patient plate
- 10. Safety audio visual alarm for patient plate, disconnection and continuous activation of unit.
- 11. Pure cut: 300 watt
- 12. Blend-1 / Low: 250-300 watt
- 13. Blend 2: 200 watt
- 14. Spray Coag: 120 watt
- 15. Force Coag: 120-150 watt
- 16. Desiccation: 100 watt
- 17. Two Bipolar modes: Micro- 70-80 watt & Macro- 70-80 watt
- 18. Standard accessories:
 - a- Double paddle foot switch with cable
 - b- Bipolar foot switch, mains cable,
 - c- Silicon rubber patient plate with cable (3 no.),
 - d- Autoclavable electrosurgical handle (3 nos.),
 - e- Set of 5 electrodes (1 no.),
 - f- Bipolar forceps of various sizes with cable (3 no.),
 - g- Monopolar cord (3 no.) with connection cable to electrosurgical unit,
 - h- Anti-rusted mobile trolley,
 - i- Reusable hand switching pencil (1 no.)
 - j- Properly rated fuses- 4 nos
- 19. Unit should operate on 220 + 12.5% V AC, 50 Hz
- 20. Should submit certificate of relevant IEC safety standard.

EMERGENCY RESUSCITATION KIT

CLINICAL APPLICATIONS

An emergency resuscitation kit is design to use in the hospitals for all emergency situations where respiratory support is needed.

The purpose of the kit is to provide basic standard set of equipments.

Requirements:

A- Controlled Mechanical Ventilation

- Short term Automatic Resuscitation or longer periods of continuous ventilation of Adult & Child
- Mode: Pneumatically controlled Time Cycled
- Tidal Volume: 200cc to 1200CC (approx)
- Breathing frequency: 8 to 30 breaths per minute
- I:E Ratio : 1:1 to 1:7
- ALARM : AUDIO-VISUAL High Pressure, Low Pressure & Patient Disconnection
- Manual over riding button for Hyperventilation.
- Pneumatic Suction of secretion, mucus, blood etc 190mm of Hg (Approx.)
- Tubing for Suction, Suction Catheter
- OXYGEN DELIVERY 1 to 10 LPM
- OXYGEN CONCENTRATION IN CMV MODE 100% AND 60%
- REGULATOR PRESSURE 60 PSI
- CYLINDER Portable Pin Indexed Type Cylinder
- Tubing for use of bigger Cylinder
- Oxygen Catheter, , Cylinder Key
- Refilling Attachment for filling the Small Cylinder from a Bigger Cylinder

B- Manually Operated Suction (Foot Suction) Suitable for Infant, Children & Adult

- Compact Light Weight, Easy to handle & Operate
- Durable rubber bellow
- Long lasting stainless spring to provide minimum friction pumping
- Complete autoclavable polycarbonate vacuum jar with Lid (500 ml Capacity)
- Scratch resistant powder coated frame

C- Manual Resuscitator for Infant, Children & Adult

- Silicone Bellows 250 ml, 500 ml & 1600 ml one each.
- Non-rebreathing valve for adult.
- Non-rebreathing valve with 40 cm of H₂O pressure release 2 Nos.
- Mask size: No. 5 & 3, 1& 0 (1 each)
- 360⁰ swiveling patient connector 2 Nos.
- Standard 15 mm inside / 22 mm outside diameter 2 Nos.
- Corrugated PVC Oxygen Reservoir 2 Nos.
- 1.5 mtr. PVC Oxygen Tubing 2 Nos.
- Carrying Pouch

D- Airways

• Silicone, autoclavable & reusable size 000,00,0,1,2,3

E- Intubation

- Laryngoscope: Stainless steel straight & curved (for children & adult)
- Laryngoscopes blades of three sizes (small, medium & large) suitable for infant, children & adult.
- Spare laryngoscope bulbs 2 nos. each
- Magill's Forceps for adult and pediatric
- Reusable Endotracheal tube (Cuffed & Uncuffed) with corresponding connectors size 2.5, 3, 3.5, 4, 5, 6, 7, 8, 9 mm.
- Carrying Pouch

F- Intravenous Access & Administration

- I.V. Rod in two (folded).
- IV cannula with three way stop for adult & pediatric sizes 18 G, 20g, 22G
- I.V. giving Set
- Tourniquet
- Adhesive Plaster- 01 Roll
- Rolled Bandages;
- Disposable Syringe-(2ml & 5 ml) 05 No each
- Disposable Needles- 10 Nos

G- Diagnostics, Dressings & Others

- Stethoscope
- Clinical Thermometer
- Aneroid Sphygmomanometer
- Percussion Hammer
- Tongue Spetula
- Examination Torch
- Dissecting Forcep
- Tissue Forcep;
- Haemostatic Forcep
- Dressing Scissors
- Sterilized Gauge-01 No
- Needle Holder
- Mouth Bite;
- B.P.Handle (Size No.03).
- B.P.Blades 02 (Size No.03);
- Sterilized Gloves 6.5 & 7.5 (One Pair each)

All the components should be conveniently assembled in a sturdy Blow-Moulded lockable Carrying Case with shaped compartments and extra space for drugs, medicines etc.

SYRINGE INFUSION PUMPS

Must have flow rate programmable from 0.1 to 999 ml/hr or more in steps of 0.1 ml/hr Volume Over Time (V/T) infusion mode must be available.

- 1. Bolus rate should be programmable to 999 ml/hr or more with infused volume display.
- 2. Display of Drug Names with a provision of memorizing about 25 to 30 names of commonly used drugs must be there.
- 3. Keep Vein Open (KVO) when selected volume is delivered must be available
- 4. Selectable Occlusion pressure trigger levels from 100 ~ 900 mmHg in at least 3-4 steps with a choice to select the default setting by the operator is must. Facility to display the actual pumping pressure in numeric as well as graphical form in the backlit display should be there.
- 5. Should have comprehensive alarm package including Occlusion limit exceed alarm, Near end of infusion pre-alarm and alarm, Volume limit pre-alarm & alarm, KVO rate flow, Low battery pre-alarm and alarm, AC power failure, Drive disengaged, preventive maintenance warning, pressure drop/increase alarm, etc.
- 6. Should work on standard disposable Syringes of 10,20 & 50/60 ml sizes of different makes. Wider choice (3~ 5 pre set syringe brands or more) will be preferred. Volumetric accuracy must be within +/-2 %. Syringe loading from front and not top loading type.
- 7. Should be stackable upto 02 pumps or more with locking facility available
- 8. Automatic detection of syringe size & proper fixing. Must provide alarm for wrong loading of syringe (flanges out of slot; disengaged plunger or barrel not secured etc.).
- 9. Anti bolus system to reduce pressure on sudden release of bolus.
- 10. Rechargeable battery having at least 7~8 hrs backup for about 5ml/hr flow rate with 50ml syringes. Indication of residual battery life is must.
- 11. Programmable PAUSE upto 12 hours or more will be preferred & after selection of parameter key pad locking should be available for security purpose.
- 12. The unit should have ISI / CE marked / USFDA approved.

Bi-Phasic Defibrillator

The unit should be portable, easy to use & lightweight.

The unit should be based on Bi – Phasic technology with energy selection at least up to 200 J.

The unit should have Manual Defibrillation facility with Synchronous and Asynchronous mode.

The unit should have both Adult and inbuilt Pediatric Paddles used in manual mode.

The charging time up to 200 j should be less than or equal to 10 sec.

The unit should have facility for 3/5 lead ECG monitoring.

The unit should have inbuilt printer/recorder.

The unit should be capable enough to deliver at least 50 shocks (200j each) on Battery and/or 120 minutes monitoring backup (There should be battery backup for 120 minutes).

The unit should be able to operate on 220 V AC \pm 12.5%, 50 Hz and with an internal rechargeable battery.

The unit should be able to operate on AC mains in case of depleted/no battery.

It should have integrated high resolution color TFT/LCD display with facility for displaying waveforms.

The unit should have Automatic External Defibrillation (AED) mode as a standard.

It should have data storage for patient ECG & events (and other parameters) along with a data card / Pen Drive or equivalent for taking out data.

The unit should be upgradeable to Pulse Oximetery, Pacer mode, NIBP and EtCO2 at site.

Firm should give on site training to users as & when required during warranty period.

The unit should be supplied with complete accessories i.e. ECG cable, user's manual and 10 packets of ECG Electrodes.

The unit should meet all national/international recognized safety standard including IEC-60601-1-2. The unit should be CE marked / US FDA approved.

SECTION VI-A: QUALIFICATION CRITERIA

(Referred to in Clause 13.3(b) of ITB)

- (a) The bidder or the manufacturer whose product is offered by the bidder must have manufactured and supplied **same equipment (quoted model)** of the type specified in the Schedule of Requirement to the extent of atleast 80% of the quantity indicated against **each item covered** under "Section VI, Schedule of Requirements" in any one of the last three calendar years. There should not be any adverse report regarding supplies for atleast two years on the date of bid opening.
- (b) The bidder should furnish the information on past supplies and satisfactory performance in the proforma given under Section-VIII (Form 7).
- (c) Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the goods as specified above.
- (d) The bidder shall furnish data to support that he has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period.

All bids Submitted shall also include the following information:

- i) The Bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required equipment within the specified time of completion after the meeting all their current commitments.
- ii) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.
- Reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditors report for the past three years, bankers certificate, etc.
- iv) The firm quoting should comply with Part A of the technical specifications, wherever applicable.

Notwithstanding anything stated above, the purchaser reserves the right to assess the bidder's capabilities and capacity to execute the contract satisfactorily before deciding on award.

SECTION VII: BID FORM AND PRICE SCHEDULE

SECTION VII: BID FORM

Duly authorized to sign Bid for and on behavior	olf of	(in the cupacity of)
(signature)		(in the capacity of)
Dated this day of)	
We clarify/confirm that we comply with the documents.	ne eligibility requir	ements as per ITB Clause 2 of the bidding
We understand that you are not bound to ac	ecept the lowest or	any bid you may receive.
		e to us, in executing) the above contract, we in force in India namely "Prevention of
Until a formal contract is prepared and exe and your notification of award, shall consti		gether with your written acceptance thereof ract between us.
(if none, state "none").		
address of agent	or gra	atunty
Name and	Purpose of Co	
Amount Rupees		
execution if we are awarded the contract, a	•	agents relating to this Dia, and to contract
and it shall remain binding upon us and ma Commissions or gratuities, if any, paid or	•	agents relating to this Bid, and to contract
•	• 1	cified in Clause 16.1 of the Bid Data Sheet
Contract Price for the due performance of t	•	nk in a sum equivalent to 5 percent of the form prescribed by the Purchaser.
specified in the Schedule of Requirements.	C	in accordance with the delivery schedule
part of this bid.		edule of Prices attached herewith and made
said bidding documents for the sum of	(Total	bid amount in words and figures) or such
of which is hereby duly acknowl	•	undersigned, offer to supply and ods and Services) in conformity with the
	_	Nos[insert numbers], the receipt
Gentlemen and/or Ladies:		
IIIrd Floor, Swasthya Bhawan, Tilak Marg,	Jaipur – 302005, In	dia
Project Director, Rajasthan Health Systems		
TO: (Name and address of purchaser)		
	IFB No	:
	Date Credit No	: : 3867-IN
	Doto	•

SECTION VII

2. Price Schedule

. IFB Number . Page of

1	2	3	4	5		6			7	8	9	10
Sl.No	Item Description		Name of Manu factur er	Qty.]	Price for ea	ach unit		Total unit price [a+b+c+d]	-)	Total price per item	Sales & Other Taxes
					[a]	[b]	[c]	[d]				
					Ex- factory Ex- warehous e Ex- showroo m off-the- shelf	Packing & Forwardin g	costs	Other incident al costs as listed in clause 8 of SCC				

Note: In case of discrepancy between the unit price and the total price, the unit price shall prevail.

Total Bid Price:
In Rupees:
In figures:
In words:
Signature of Bidder:
Name of Bidder:
Business Address
Place:
Date:

Name of Bidder

*Excise Duty:- Please quote excise duty separately in the column no. 8 (should not be included in unit price) .Excise duty exemption certificate will be issued if applicable.

SECTION VIII: BID SECURITY FORM

SECTION VIII: BID SECURITY FORM

Whereas						
(date of submission of bid) for the supply of (name and/or description of the goods)						
(hereinafter called "the Bid").						
KNOW ALL PEOPLE by these presents that WE						
by these presents. Sealed with the Common Seal of the said Bank this day of 20						
THE CONDITIONS of this obligation are:						
1. If the Bidder						
(a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;						
or						
(b) does not accept the correction of errors in accordance with the ITB; or						
If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:						
(a) fails or refuses to execute the Contract Form if required; or						
(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;						
We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will						
note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.						
This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date						
(Signature of the Bank)						
1						
Name of Bidder						

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SECTION IX: CONTRACT FORM

SECTION IX: CONTRACT FORM

Heal	th Sys	stems Development r called "the Purc	· ·	e of purchaser) part and	of India(<i>I</i>			
for th	ne sup	(Brief L	Description of Goods and services in the sum	nd Services) and	has accep	ncillary services viz., ted a bid by the Supplier tract Price in Words and		
NOV	V THI	IS AGREEMENT V	WITNESSETH AS FO	OLLOWS:				
1.		-	ds and expressions should be and expressions of Contract in		me meani	ngs as are respectively		
2.		following document ement, viz.:	ts shall be deemed to	form and be re	ead and c	onstrued as part of this		
	(a)	the Bid Form and the	he Price Schedule subr	nitted by the Bidd	ler;			
	(b)	the Schedule of Re	quirements;					
	(c)	the Technical Spec	ifications;					
	(d)	the General Condit	ions of Contract;					
	(e)	the Special Conditi	ons of Contract; and					
	(f)	the Purchaser's Not	rification of Award.					
3.	In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods 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 Supplier in consideration of the provision of the goods 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.							
	Brief unde		oods and services which	ch shall be suppli	ed/provide	ed by the Supplier are as		
SL.	BR	RIEF	QUANTITY TO	UNIT	Total	DELIVERY TERMS		
NO.	DE	ESCRIPTION OF	BE SUPPLIED	PRICE	Price			
	GC	OODS & SERVICES	<u> </u>					
TOT	AL V	ALUE:						
DEL	IVER	Y SCHEDULE:						

Signed, Sealed and Delivered by the
said (For the Purchaser)
in the presence of:
Signed, Sealed and Delivered by the
said (For the Supplier)
in the presence of:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with

their respective laws the day and year first above written.

SECTION X : PERFORMANCE SECURITY FORM

SECTION XI: PERFORMANCE STATEMENT

PROFORMA FOR PERFORMANCE STATEMENT (For a period of Last five years)

Bid No Date of opening Time Hours							
		Name of the Firm	າ				
Order Placed by [full address of Purchaser]	Order No. and Date	Description and quantity of ordered goods	Value of order	Date of delivery As per contract	completion of Actual	Remarks indicating reasons for late delivery, if any	Has the equipments been supplied satisfactory? (Attach a certificate from the Purchaser/Consignee)

Signature and Seal of the Bidder

SECTION XII

(Please see Clause 13.3(a) of Instructions to Bidders)

MANUFACTURERS' AUTHORIZATION FORM*

	No dated
To	
Dear	Sir:
	<u>IFB No.</u>
	We who are established and reputable manufacturers of
	(name and description of goods offered) having factories at
	(address of factory) do hereby authorize M/s(Name and address of
Agent	t) to submit a bid, and sign the contract with you for the goods manufactured by us against the
above	e IFB.
	No company or firm or individual other than M/s are authorized to bid.
and co	onclude the contract for the above goods manufactured by us, against this specific IFB
	We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of
Contr	ract and Clause 10 of the Special Conditions of Contract for the goods and services offered for
	y by the above firm against this IFB.
suppi.	y by the 40070 firm against time if 21
	Yours faithfully,
	(Name) (Name of manufacturers)
Note:	
	person competent and having the power of attorney to legally bind the manufacturer. It should be
	included by the Bidder in its bid.

SECTION XIII

BANK GUARANTEE FOR ADVANCE PAYMENT

·	tor Rajastrian Tieatur Systems De	•	iaya Bilawali, Jaipul
	(name of Cont	ract)	
Gentlemen:			
In accordance	e with the provisions of the Spec	cial Conditions of Contract	which amends Clause 16
of the General Condi	tions of Contract	(name	and address of Supplier
	'the supplier") shall deposit v		
Development Project	, Jaipur (name of Purchaser) a	bank guarantee to guarante	ee his proper and faithfu
performance under th	ne said Clause of the Contract	in an amount of	(amount o
guarantee)*	(in words).	
We, the		_ (bank or financial institut	ion), as instructed by the
	onditionally and irrevocably to		
merely, the payment	to Project Director Rajasthan He	ealth Systems Development	t Project, Jaipur (name o
Purchaser) on his fir	est demand without whatsoever	right of objection on our j	part and without his firs
claim to the Supplier,	in the amount not exceeding		
	(amount of guarantee)*	(in words).
	gree that no change or addition t		
to be performed there	eunder or of any of the Contrac	ct documents which may b	be made between Projec
Director Rajasthan H	lealth Systems Development Pro	oject, Jaipur (name of Puro	chaser) and the Supplier
shall in any way rele	ease us from any liability under	this guarantee, and we her	reby waive notice of any
such change, addition	or modification.		
This guarante	ee shall remain valid and in f	full effect from the date	of the advance paymen
_	ier under the contract until		
	Yours truly,	•••••	
	Signature and seal	:	
	Name of bank / finan	icial institution:	
	Address :		
	Date :		

^{*} An amount is to be inserted by the bank representing the amount of the Advance Payment.

SECTION XIV

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement.

As of March 2000¹

For the information of Borrowers and Bidders, and with reference to paragraph 1.6, footnote 9, of the *Guidelines: Procurement under IBRD Loans and IDA Credits*, dated January 1995 (revised January and August 1996 and September 1997, and January 1999), set forth below is a list of countries from which Bidders, Goods and Services are not eligible to participate in procurement financed by the World Bank or IDA².

- Andorra
- Cuba
- Democratic People's Republic of Korea (North Korea)
- Liechtenstein
- Monaco
- Nauru
- San Marino
- Tuvalu

In addition, Bidders, Goods and Services from other countries or territories may be declared ineligible by a provision in the Bidding. Documents if the borrower's country has excluded them by a law, an official regulation, or an act of compliance meeting the requirements of paragraph 1.8 (a) of the *Guidelines: Procurement under IBRD Loans and IDA Credits*.

The Loan/Credit Agreement also prohibits a withdrawal from the Loan / Credit 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. At the present time, this prohibition applies to

Iraq

Notes:

- 1. The most current listing of eligible countries can be viewed on the Public Information Center's Web page at: http://www.worldbank.org/html/pic/PROCURE.html. A list of firms debarred from participating in World Bank projects is available at: http://www.worldbank.org/html/opr/procure/debarr.html.
- 2. Any questions regarding this list should be addressed to the Senior Manager, Procurement Policy and Services Group, Operational Core Services Network, The World Bank

SECTION XV

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER

(Note:	All de	etails should relate to the ma	nufacturer for the items offered for supply)				
1.	Name & full address of the Manufacturer						
2.	(a)	Telephone & Fax No	Office/Factory/Works				
	(b)	Telex No.	Office/Factory/Works				
	(c)	Telegraphic address:					
3.	Locati	ion of the manufacturing fac	etory.				
4.	Detail	ils of Industrial License, wherever required as per statutory regulations.					
5.		ls of important Plant & Machinery functioning in each dept. (Monographs & description hlets be supplied if available).					
6.	Detail	s of the process of manufac	ture in the factory.				
7.	Detail	s & stocks of raw materials	held.				
8.	Produ	ction capacity of item(s) que	oted for, with the existing Plant & Machinery				
	8.1	Normal					
	8.2	Maximum					
9.	Detail	s of arrangement for quality	control of products such as laboratory, testing equipment etc.				
10.	Details of staff:						
	10.1	Details of technical super	visory staff in charge of production & quality control.				
	10.2	Skilled labour employed.					
	10.3	Unskilled labour employe	d.				
	10.4	Maximum No. of worke months preceding the date	rs (skilled & unskilled) employed on any day during the 18 e of Tender.				
11.		Whether Goods are tested to any standard specification? If so, copies of original test certificate hould be submitted in triplicate.					
12.	Are you registered with the Directorate General of Supplies and Disposals, New Delhi 110 001, India? If so, furnish full particulars of registration, period of currency etc. with a copy of the certificate of registration.						

Signature and seal of the Manufacturer

Consignee List-Annexure 'A'
Material will be delivered FOR destination at the respective hospital as per the consignee list.

S.No	NAME OF HEALTH FACILITY	CITY/TOWN	No. of Beds	Mobile X-ray Machine Qty
	GANGANAGAF	R		
1	GOVERNMENT HOSPITAL	GANGANAGAR	300	1
	Total		300	1
	CHITTORGARE	1		
1	GOVERNMENT HOSPITAL	PRATAPGARH	150	1
	Total		150	1
	RAJSAMAND			
1	CITY HOSPITAL	NATHDWARA	50	1
2	REFERAL HOPITAL	BHIM	30	1
	Total		80	2
	BUNDI			
1	COMMUNITY HEALTH CENTRE	LAKHERI	30	1
	Total		30	1
	CHURU			
1	S.M.J.HOSPITAL	RATANGARH	100	1
2	S.B.HOSPITAL	SUJANGARH	100	1
	Total		200	2
	DAUSA			
1	COMMUNITY HEALTH CENTRE	SIKANDRA	30	1
	Total		30	1
	HANUMANGAR	H		
1	COMMUNITY HEALTH CENTRE	RAWATSAR	30	1
	Total		30	1
	JAIPUR	T	· · · · · · · · · · · · · · · · · · ·	
1	GOVERNMENT HOSPITAL	CHOMU	30	1
	Total		30	1
	SIKAR	T	<u></u>	
1	COMMUNITY HEALTH CENTRE	FATEHPUR	50	1
	Total		50	1
	UDAIPUR		<u></u>	
1	UPGRADED PHC	GOGUNDA	30	1
	Total	1	30	1
	Grand Total	930	12	

S.No	NAME OF HEALTH FACILITY	CITY/TOWN	No. of Beds	O.T. Lights Ceiling (Dual)
				Qty
1	GANGANAGA GOVERNMENT HOSPITAL	GANGANAGAR	300	1
1		GANGANAGAN		
	Total CHITTORGAR	<u></u>	300	1
1	GOVERNMENT HOSPITAL	PRATAPGARH	150	1
	Total		150	1
	RAJSAMANI	D		
1	CITY HOSPITAL	NATHDWARA	50	1
2	REFERAL HOPITAL	BHIM	30	1
	Total		80	2
	BUNDI			
1	COMMUNITY HEALTH CENTRE	LAKHERI	30	1
	Total		30	1
	CHURU			
1	S.M.J.HOSPITAL	RATANGARH	100	1
2	S.B.HOSPITAL	SUJANGARH	100	1
	Total		200	2
	DAUSA			,
1	COMMUNITY HEALTH CENTRE	SIKANDRA	30	1
	Total		30	1
	HANUMANGA	RH		1
1	COMMUNITY HEALTH CENTRE	RAWATSAR	30	1
	Total		30	1
,	JAIPUR	1	Т	1
1	B.D.M.HOSPITAL	KOTPUTLI	150	1
2	GOVERNMENT HOSPITAL	CHOMU	30	1
	Total		180	2
	SIKAR			T
1	COMMUNITY HEALTH CENTRE	FATEHPUR	50	1
	Total	50	1	
	КОТА			1
1	UPGRADED PHC	SULTANPUR	30	1

	Total		30	1
	UDAIPUR			
1	UPGRADED PHC	GOGUNDA	30	1
	Total	•	30	1
	Grand Total		1110	14

S.No	NAME OF HEALTH FACILITY	CITY/TOWN	No. of Beds	Autoclave H.P. (Horizontal)
				Qty
	GANGANAGAR		1	
1	GOVERNMENT HOSPITAL	GANGANAGAR	300	1
	Total		300	1
	CHITTORGARH		<u></u>	
1	GOVERNMENT HOSPITAL	PRATAPGARH	150	1
	Total		150	1
	RAJSAMAND			
1	CITY HOSPITAL	NATHDWARA	50	1
2	REFERAL HOPITAL	BHIM	30	1
	Total		80	2
	BUNDI			
1	COMMUNITY HEALTH CENTRE	LAKHERI	30	1
	Total		30	1
	CHURU	T		1
1	S.M.J.HOSPITAL	RATANGARH	100	1
2	S.B.HOSPITAL	SUJANGARH	100	1
	Total		200	2
	DAUSA	T	1	1 .
1	COMMUNITY HEALTH CENTRE	SIKANDRA	30	1
	Total		30	1
	HANUMANGARI		T	1 .
1	COMMUNITY HEALTH CENTRE	RAWATSAR	30	1
	Total		30	1
-1	JAIPUR	CHOMI	20	4
1	GOVERNMENT HOSPITAL	CHOMU	30	1
	Total		30	1
1	COMMUNITY HEALTH CENTRE	FATEHPUR	50	1
1		111111111111111111111111111111111111111		
	Total UDAIPUR		50	1
1	UPGRADED PHC	GOGUNDA	30	1
	Total		30	1
	Grand Total		930	12

S.No	NAME OF HEALTH FACILITY	CITY/TOWN	No. of Beds	Pulse Oxymeter
				Qty
	GANGANAGA	AR		
1	GOVERNMENT HOSPITAL	GANGANAGAR	300	3
	Total		300	3
	CHITTORGAR	RH	T T	
1	GOVERNMENT HOSPITAL	PRATAPGARH	150	3
	Total		150	3
	RAJSAMANI		<u>, </u>	
1	CITY HOSPITAL	NATHDWARA	50	3
2	REFERAL HOPITAL	BHIM	30	3
	Total		80	6
	BUNDI			
1	COMMUNITY HEALTH CENTRE	LAKHERI	30	3
	Total		30	3
	CHURU		т т	
1	S.M.J.HOSPITAL	RATANGARH	100	3
2	S.B.HOSPITAL	SUJANGARH	100	3
	Total		200	6
	DAUSA		т т	
1	COMMUNITY HEALTH CENTRE	SIKANDRA	30	3
	Total		30	3
	HANUMANGA		т т	
1	COMMUNITY HEALTH CENTRE	RAWATSAR	30	3
	Total		30	3
	JAIPUR	1	T = 0	
1	GOVERNMENT HOSPITAL	CHOMU	30	3
	Total SIKAR		30	3
1	COMMUNITY HEALTH CENTRE	FATEHPUR	50	3
·	Total		50	3
	UDAIPUR		1 1	<u> </u>
1	UPGRADED PHC	GOGUNDA	30	3
	Total		30	3

Grand Total	930	36

S.No	NAME OF HEALTH FACILITY	CITY/TOWN	No. of Beds	Boyles Apparatus
				Qty
Г	GANGANAGAF			
1	GOVERNMENT HOSPITAL	GANGANAGAR	300	1
	Total		300	1
Г	CHITTORGARI	1	T	
1	GOVERNMENT HOSPITAL	PRATAPGARH	150	1
	Total		150	1
	RAJSAMAND		<u>, </u>	
1	CITY HOSPITAL	NATHDWARA	50	1
2	REFERAL HOPITAL	BHIM	30	1
	Total		80	2
	BUNDI			
1	COMMUNITY HEALTH CENTRE	LAKHERI	30	1
	Total		30	1
	CHURU			
1	S.M.J.HOSPITAL	RATANGARH	100	1
2	S.B.HOSPITAL	SUJANGARH	100	1
	Total		200	2
	DAUSA			
1	COMMUNITY HEALTH CENTRE	SIKANDRA	30	1
	Total		30	1
	HANUMANGAR	Н		
1	COMMUNITY HEALTH CENTRE	RAWATSAR	30	1
	Total		30	1
	JAIPUR			
1	GOVERNMENT HOSPITAL	CHOMU	30	1
	Total		30	1
	SIKAR			
1	COMMUNITY HEALTH CENTRE	FATEHPUR	50	1
	Total		50	1
	КОТА			
1	UPGRADED PHC	SULTANPUR	30	1
	1	ı	1	

	Total		30	1
	UDAIPUR			
1	UPGRADED PHC	GOGUNDA	30	1
	Total	•	30	1
	Grand Total		960	13

S.No	NAME OF HEALTH FACILITY	CITY/TOWN	No. of Beds	Surgical Diathermy Machine	
				Qty	
	GANGANAGAR	1	_		
1	GOVERNMENT HOSPITAL	GANGANAGAR	300	1	
	Total		300	1	
Г	CHITTORGARH		1		
1	GOVERNMENT HOSPITAL	PRATAPGARH	150	1	
	Total		150	1	
-	RAJSAMAND	1			
1	CITY HOSPITAL	NATHDWARA	50	1	
2	REFERAL HOPITAL	BHIM	30	1	
	Total		80	2	
	BUNDI				
1	COMMUNITY HEALTH CENTRE	LAKHERI	30	1	
	Total		30	1	
	CHURU				
1	S.M.J.HOSPITAL	RATANGARH	100	1	
2	S.B.HOSPITAL	SUJANGARH	100	1	
	Total		200	2	
	DAUSA		1		
1	COMMUNITY HEALTH CENTRE	SIKANDRA	30	1	
	Total		30	1	
L	HANUMANGARH		1	-	
1	COMMUNITY HEALTH CENTRE	RAWATSAR	30	1	
	Total		30	1	
<u>L</u>	JAIPUR			<u>-</u>	
1	B.D.M.HOSPITAL	KOTPUTLI	150	1	
2	GOVERNMENT HOSPITAL	CHOMU	30	1	
	Total	ı	180	2	
<u> </u>	SIKAR			-	
1	COMMUNITY HEALTH CENTRE	FATEHPUR	50	1	
	Total	ı	50	1	
	UDAIPUR			·	

1	UPGRADED PHC	GOGUNDA	30	1
	Total		30	1
	Grand Total		1080	13

S.No	NAME OF HEALTH FACILITY	CITY/TOWN	No. of Beds	Emergency Resuscitation Kit
				Qty
	GANGANAGAR			
1	GOVERNMENT HOSPITAL	GANGANAGAR	300	3
	Total		300	3
	CHITTORGARH	1		
1	GOVERNMENT HOSPITAL	PRATAPGARH	150	3
	Total		150	3
	RAJSAMAND	1	T	
1	CITY HOSPITAL	NATHDWARA	50	3
2	REFERAL HOPITAL	BHIM	30	3
	Total		80	6
	BUNDI			,
1	COMMUNITY HEALTH CENTRE	LAKHERI	30	3
	Total		30	3
	CHURU	1		
1	S.M.J.HOSPITAL	RATANGARH	100	3
2	S.B.HOSPITAL	SUJANGARH	100	3
	Total		200	6
	DAUSA			
1	COMMUNITY HEALTH CENTRE	SIKANDRA	30	3
	Total		30	3
	HANUMANGARH	1		
1	COMMUNITY HEALTH CENTRE	RAWATSAR	30	3
	Total		30	3
	JAIPUR			
1	GOVERNMENT HOSPITAL	CHOMU	30	3
	Total		30	3
	SIKAR			
1	COMMUNITY HEALTH CENTRE	FATEHPUR	50	3
	Total		50	3
_	КОТА			
1	UPGRADED PHC	SULTANPUR	30	1

	Total		30	1
	UDAIPUR			
1	UPGRADED PHC	GOGUNDA	30	3
	Total	•	30	3
	Grand Total		960	37

S.No	NAME OF HEALTH FACILITY	CITY/TOWN	No. of Beds	Syringe Infusion Pumps
				Qty
	GANGANAGAR			
1	GOVERNMENT HOSPITAL	GANGANAGAR	300	14
	Total		300	14
	CHITTORGARH	l	· · · · · · · · · · · · · · · · · · ·	
1	GOVERNMENT HOSPITAL	PRATAPGARH	150	14
	Total		150	14
	RAJSAMAND			
1	CITY HOSPITAL	NATHDWARA	50	14
2	REFERAL HOPITAL	BHIM	30	14
	Total		80	28
	BUNDI		· · · · · · · · · · · · · · · · · · ·	
1	COMMUNITY HEALTH CENTRE	LAKHERI	30	14
	Total		30	14
	CHURU			
1	S.M.J.HOSPITAL	RATANGARH	100	14
2	S.B.HOSPITAL	SUJANGARH	100	14
	Total		200	28
	DAUSA			
1	COMMUNITY HEALTH CENTRE	SIKANDRA	30	14
	Total		30	14
	HANUMANGARI	1		
1	COMMUNITY HEALTH CENTRE	RAWATSAR	30	14
	Total		30	14
Г	JAIPUR	1	<u> </u>	
1	GOVERNMENT HOSPITAL	CHOMU	30	14
	Total SIKAR		30	14
Г				
1	COMMUNITY HEALTH CENTRE	FATEHPUR	50	14
	Total		50	14
	UDAIPUR		 	
1	UPGRADED PHC	GOGUNDA	30	14
	Total		30	14

Ones d Tetal	000	400
Grand Total	930	168

S.No	NAME OF HEALTH FACILITY	CITY/TOWN	No. of Beds	Bi-Phasic Defibrillator
				Qty
	GANGANAGAF	₹		٦.,
1	GOVERNMENT HOSPITAL	GANGANAGAR	300	3
	Total	-	300	3
	CHITTORGARI	1		
1	GOVERNMENT HOSPITAL	PRATAPGARH	150	3
	Total		150	3
	RAJSAMAND			
1	CITY HOSPITAL	NATHDWARA	50	3
2	REFERAL HOPITAL	BHIM	30	3
	Total		80	6
	BUNDI			
1	COMMUNITY HEALTH CENTRE	LAKHERI	30	3
	Total		30	3
	CHURU			
1	S.M.J.HOSPITAL	RATANGARH	100	3
2	S.B.HOSPITAL	SUJANGARH	100	3
	Total		200	6
	DAUSA		·	
1	COMMUNITY HEALTH CENTRE	SIKANDRA	30	3
	Total		30	3
	HANUMANGAR	Н		
1	COMMUNITY HEALTH CENTRE	RAWATSAR	30	3
	Total		30	3
	JAIPUR	1	<u>, </u>	
1	GOVERNMENT HOSPITAL	CHOMU	30	3
	Total		30	3
	SIKAR	1	<u>, </u>	
1	COMMUNITY HEALTH CENTRE	FATEHPUR	50	3
	Total		50	3
	UDAIPUR		, 	
1	UPGRADED PHC	GOGUNDA	30	3
	Total		30	3

Grand Total	930	36
Grand Total	330	30