

BIDDING DOCUMENT

**Procurement of
Non-Consultant
Services**

IFB No: F.2(35)/RHSDP/EPMC/2010

Project: Rajasthan Health Systems Development
Project

Employer:

Project Director

Rajasthan Health Systems Development Project

RHSDP Block, Swasthya Bhawan,

Tilak Marg, C-Scheme, Jaipur-302015

Invitation for Bids (IFB)

Date: [07-10-2010]

Contract Identification N^o: [F.2(35)/RHSDP/EPMC/4511]

World Bank Loan/Credit N^o: [Credit number-3867-IN]

World Bank Credit Name: [IDA Credit]

1. The Govt. of India has received a credit from the International Development Association towards the cost of Rajasthan Health System Development Project and intends to apply part of the funds to cover eligible payments under the Contract for *[Hiring of Turn Key Contractor for Medical Equipment Management & Maintenance Workshop]*. Bidding is open to all bidders from eligible source countries as defined in the *Guidelines: Procurement under IBRD Loans and IDA Credits*¹.

2. The Project Director Rajasthan Health System Development Project invites sealed bids from eligible bidders for carrying out the Turn Key Project for Medical Equipment Management and Maintenance Workshop.

3. Bidding documents (and additional copies) may be purchased at Rajasthan Health System Development Project Swasthya Bhawan RHSDP Block Tilak Marg C-Scheme Jaipur Tel: 0141-5110730, 39 for a nonrefundable fee of INR 2000.00, or its equivalent in a freely-convertible currency, for each set from 12-10-2010 to 10-11-2010 upto 6:00 p.m. Interested bidders may obtain further information at the same address. Bidding Document can also be viewed at our website www.rajswasthya.nic.in and is meant for inspection. No downloaded document will be accepted.

4. Bids shall be valid for a period of 90 days after Bid closing and must be accompanied by security of INR 140000.00 or its equivalent in a convertible currency, and shall be delivered to Project Director RHSDP on or before 11-11-2010 at 14:00 hrs, and they will be opened at 14:30 hrs in the presence of the bidders who wish to attend.

Note: A pre bid meeting is held on 25-10-2010 at 14:30 hrs in project office on address mentioned at paragraph 3.

**Project Director
RHSDP**

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Part I – Bidding Procedures

Section I. Instructions to Bidders

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Instructions to Bidders

A. General

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

² In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

³ For the purpose of these SBDs, "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (iii) “collusive practice”⁵ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁶ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under para. 1.14 (e) of the Bank’s Procurement Guidelines.
- (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, coercive or obstructive 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 the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices

⁴ For the purpose of these SBDs, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁵ For the purpose of these SBDs, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁶ For the purpose of these SBDs, “party” refers to a participant in the procurement process or contract execution.

during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

- (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, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank Loan, requiring bidders, suppliers, contractors and 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.

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

4. Eligible Bidders

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

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

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

4.4 The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or

for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.

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

5. Qualification of the Bidder

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

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

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last five years;
- (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as

profit and loss statements and auditor's reports for the past five years;

- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Employer to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

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

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

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

- (a) annual volume of Services of at least the amount **specified**

in the BDS;

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

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

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

6. One Bid per Bidder

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

7. Cost of Bidding

- 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

8. Site Visit

- 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services

and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

- 9. Content of Bidding Documents**
- 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:
- | | |
|--------------|---|
| Section I | Instructions to Bidders |
| Section II | Bidding Data Sheet |
| Section III | Bidding Forms |
| Section IV | Eligible Countries |
| Section V | Activity Schedule |
| Section VI | General Conditions of Contract |
| Section VII | Special Conditions of Contract |
| Section VIII | Performance Specifications and Drawings (if Applicable) |
| Section IX | Contract Forms |
- 9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the **BDS**.
- 10. Clarification of Bidding Documents**
- 10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.
- 11. Amendment of Bidding Documents**
- 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding

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

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

C. Preparation of Bids

12. Language of Bid

- 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in the language **specified in the BDS**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

13. Documents Comprising the Bid

- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
 - (b) Bid Security;
 - (c) Priced Activity Schedule;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

- 13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

14. Bid Prices

- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of

Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

- 14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.
- 14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

15. Currencies of Bid and Payment

- 15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:
- (a) for those inputs to the Services which the Bidder expects to provide from within the Employer's country, the prices shall be quoted in the currency of the Employer's country, unless otherwise **specified in the BDS**; and
 - (b) for those inputs to the Services which the Bidder expects to provide from outside the Employer's country, the prices shall be quoted in up to any three currencies of any member country of the Bank.
- 15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 15.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1.

16. Bid Validity

- 16.1 Bids shall remain valid for the period **specified in the BDS**.
- 16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional

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

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

17. Bid Security

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

period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

- 17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.
- 17.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.
- 17.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 34;
 - (ii) furnish a Performance Security in accordance with ITB Clause 35.
- 17.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

18. Alternative Proposals by Bidders

- 18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.
- 18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.
- 18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical

specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

20. Sealing and Marking of Bids

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

20.2 The inner and outer envelopes shall

(a) be addressed to the Employer at the address **provided in the BDS**;

(b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract;

and

- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

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

21. Deadline for Submission of Bids

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

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

22. Late Bids

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

23. Modification and Withdrawal of Bids

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

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

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

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

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

E. Bid Opening and Evaluation

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

change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

27. Examination of Bids and Determination of Responsiveness

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

28. Correction of Errors

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.5(b).

29. Currency for Bid Evaluation

29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) to either:

(a) the currency of the Employer's country at the selling rates established for similar transactions by the authority **specified in the BDS** on the date **stipulated in the BDS**;

or

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

30. Evaluation and Comparison of Bids

30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

(a) making any correction for errors pursuant to ITB Clause 28;

(b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;

(c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and

(d) making appropriate adjustments to reflect discounts or

other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 7.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

31. Preference for Domestic Bidders 31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

F. Award of Contract

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

32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

33. Employer’s Right to Accept any Bid and to Reject any or all Bids 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

34. Notification of Award and Signing of Agreement 34.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that

the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

- 34.2 The notification of award will constitute the formation of the Contract.
- 34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.
- 34.4 Upon fulfillment of ITB Sub-Clause 34.3, the Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and that their bid security will be returned as promptly as possible.
- 34.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder.

35. Performance Security

- 35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder’s option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.
- 35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.
- 35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid

Security.

**36. Advance
Payment and
Security**

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

37. Adjudicator

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

Section II. Bidding Data Sheet

Instructions to Bidders Clause Reference

A. General	
1.1	<p>The Employer is Project Director, Rajasthan Health Systems Development Project</p> <p>The name and identification number of the Contract is: Hiring of Turnkey Contractor for Medical Equipment Management & Maintenance Workshop F.2(35)/RHSDP/EPMC/ Consultancy dated</p>
1.2	The Intended Completion Date is – The period of contract shall be for 3 years.
2.1	<p>The Borrower is Govt. of India</p> <p>The Project is Rajasthan Health Systems Development Project</p> <p>The credit number is –IDA Credit -3867-IN</p>
5.2	Prequalification has not been undertaken.
5.5(a)	The minimum required annual volume of Services for the successful Bidder in any one of the last five years shall be at least 50 lacs.
5.5(b)	<p>The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 5 years the following:</p> <ol style="list-style-type: none"> 1- Demonstrated Experience in Repair and maintenance of medical equipment (similar to the list of equipments attached) at various Govt. hospitals / other prime institutions. 2- The bidder has successfully completed at least one contract with the amount of 50 lacs of the similar kind of activity as defined in TOR during any one of the last 5 years. 3- The bidder should have experience especially in logistics & equipment management. 4- Qualified and trained staff having experience especially in medical equipment maintenance and management
5.5(c)	<p>The essential equipment to be made available for the Contract by the successful Bidder shall be:</p> <p>Tools for repair of medical equipment , testing equipment, simulators, calibrators, machinery and mobile maintenance van,</p>

	office stationeries etc.
5.5(e)	deleted
B. Bidding Data	
9.2 and 19.1	The number of copies of the Bid to be completed and submitted shall be two.
C. Preparation of Bids	
12.1	Language of the bid: English
13.1	The additional materials required to be completed and submitted are: 1- Past performance statement of the Bidder 2- Clients certificate in support of the satisfactory past performance of the Bidder.
14.4	The Contract is not subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.
15.1	Local inputs shall be quoted in INR.
16.1	The period of Bid validity shall be 90 days after the deadline for Bid submission specified in the BDS.
17.1	The Bidder shall provide: Bid shall include a Bid Security in the form of a bank guarantee issued by a scheduled bank, using the form included in Section III, Bidding Forms.
17.2	The amount of Bid Security shall be INR 120000.00 or an equivalent amount in a freely-convertible currency.
18.1	Alternative bids shall not be permitted.
18.2	Alternative time period for completion shall not be permitted.
18.4	Alternative technical solutions shall be permitted for the following parts of the Services: N.A. If alternative technical solutions are permitted, the evaluation method will be as follows: N.A.
D. Submission of Bids	
20.2	The Employer's address for the purpose of Bid submission is Project Director Rajasthan Health Systems Development Project Swasthya Bhawan RHSDP Block Tilak Marg C-Scheme Jaipur-India .

	<p>For identification of the bid the envelopes should indicate:</p> <p>Contract: Turnkey Project for Medical Equipment Management & Maintenance Workshop</p> <p>Bid / Contract Number: F.2(35)/RHSDP/EPMC/ dated</p>
21.1	The deadline for submission of bids shall be 25.10.2010. up to 14:00 pm.
E. Bid Opening and Evaluation	
24.1	<p>Bids will be opened at 25.10.2010 of the day at 14:30 pm at the following address.</p> <p>Project Director Rajasthan Health Systems Development Project Swasthya Bhawan RHSDP Block Tilak Marg C-Scheme Jaipur-India</p>
29.1	<p>Currency chosen for the purpose of converting to a common currency is Indian Rupee.</p> <p>Source of exchange rate: BC selling market exchange rates established by the State Bank of India.</p> <p>Exchange rate date is date of bid opening.</p>
F. Award of Contract	
35.0	The Performance Security acceptable to the Employer shall be the in the Standard Form of Bank Guarantee. ” A Bank Guarantee shall be unconditional. The Service Provider shall furnish performance security for an amount of 5% of the contract value.
36.1	The Advance Payment shall be of ten percent of the Contract Price against bank guarantee.
37.1	<p>1- The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Employer and the Bidder. 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).</p> <p>2-The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India unless the Consultant is a</p>

	<p>foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p>
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Section III. Bidding Forms

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Service Provider's Bid

[date]

To: *[name and address of Employer]*

Having examined the bidding documents including addenda No, we offer to execute the *[name and identification number of Contract]* in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of *[amount in numbers]*, *[amount in words]* *[names of currencies]*.

The Contract shall be paid in the following currencies:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(a)		
(b)		

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

[or]

We do not accept the appointment of *[name proposed in the Bidding Data Sheet]* as the Adjudicator, and propose instead that *[name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

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

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

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Qualification Information

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

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

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

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

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

Position	Name	Years of experience (general)	Years of experience in proposed

position
(a)
(b)

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

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

1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

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

1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.

1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with

the requirements of the bidding documents.

- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
 - 2.2 The information in 1.12 above shall be provided for the joint venture.
 - 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
 - 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
 - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3. Additional Requirements**
- 3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

Letter of Acceptance

[letterhead paper of the Employer]

[date]

To: *[name and address of the Service provider]*

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

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bidding Data]*,

or

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Bidders

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

Please return the attached Contract duly signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Contract

[letterhead paper of the Employer]

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid

- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices: [*Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

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

[*Authorized Representative*]

For and on behalf of [*name of Service Provider*]

[*Authorized Representative*]

[*Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:*]

For and on behalf of each of the Members of the Service Provider

[*name of member*]

[Authorized Representative]

[name of member]

[Authorized Representative]

Bid Security (Bank Guarantee)

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

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

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

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

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

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

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

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

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

[signature(s)]

Section IV. Eligible Countries

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

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines:

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:

Part II – Activity Schedule

Section V. Activity Schedule

Objectives:

- Attending breakdown calls for repair of medical equipment as per the list attached at Annexure-A in health facility.
- Arranging routine preventive maintenance of medical equipment.
- Regular testing, calibration, repair and maintenance of all medical equipment in health facility.
- Facilitating in preparing equipment inventory through online.
 - Regular report generation and escalating the same to management.
 - Facilitate in monitoring of AMC / CMC of highly sophisticated equipments and report to the concerned officers.

Price Schedule

Activity	Price	Service Tax if any
Charges for One Year For Providing Services For Maintenance of Medical Equipment and Running the Workshop		

Part III – Conditions of Contract and Contract Forms

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Section V. General Conditions of Contract

A. General Provisions

1.1 Definitions

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

- (a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;

or

- (c) “Association” means the International Development Association, Washington, D.C., U.S.A.;
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (h) “Employer” means the party who employs the Service Provider
- (i) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (j) “GCC” means these General Conditions of Contract;
- (k) “Government” means the Government of the Employer’s country;
- (l) “Local Currency” means the currency of the country of the

Employer;

- (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (n) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (o) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (q) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (u) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the Employer’s country, unless otherwise **specified in the Special Conditions of Contract (SCC).**

1.3 Language This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex,

telegram, or facsimile to such Party at the address **specified in the SCC.**

- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**
- 1.7 Inspection and Audit by the Bank** The Service Provider shall permit the Bank to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Bank, if so required by the Bank.
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case,

the Completion Date will be the date of completion of all activities.

2.4 Modification

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

2.5 Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

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

2.6 Termination

2.6.1 By the Employer

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

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in

writing;

- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) “corrupt practice”⁷ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”⁸ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”⁹ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”¹⁰ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt,

⁷ For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁸ For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁹ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

¹⁰ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under para. 1.14 (e) of the Bank's Procurement Guidelines.

2.6.2 By the Service Provider

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

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

2.6.3 Suspension of Loan or Credit

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

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

2.6.4 Payment upon Termination

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

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

Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

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

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

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

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

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

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict

with the activities assigned to them under this Contract;

- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

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

3.4 Insurance to be Taken Out by the Service Provider

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

3.5 Service Provider's Actions Requiring Employer's Prior Approval

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

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

3.6 Reporting Obligations

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

3.7 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a

detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

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

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

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

4. Service Provider's Personnel

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as

by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

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

5. Obligations of the Employer

5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the

amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

- 6.2 Contract Price**
- (a) The price payable in local currency is **set forth in the SCC**.
- (b) The price payable in foreign currency is **set forth in the SCC**.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of Payment**
- Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
- 6.5 Interest on Delayed Payments**
- If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
- 6.6 Price Adjustment**
- 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:
- $$P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/Ioc}$$
- Where:
- P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.
- A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

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

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

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

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

6.7 Dayworks

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

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

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

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service

Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

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

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

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

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

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

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in

the place **shown in the SCC**.

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

Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in [India].”
1.1(a)	The Adjudicator is the person appointed jointly by Employer and the Contractor.
1.1(e)	The contract name is Turnkey Project for Medical Equipment Management & Maintenance Workshop.
1.1(h)	The Employer is Project Director Rajasthan Health Systems Development Project, Jaipur
1.1(m)	Deleted.
1.1(p)	The Service Provider is the contractor whose bid for the contract has accepted by the employer.
1.2	The Applicable Law is the law of Union of India.
1.3	The language is English
1.4	<p>The addresses are:</p> <p>Employer: Rajasthan Health System Development Project RHSDP Block , Swasthya bhawan, Tilak Marg, C-Scheme, Jaipur-302015(Rajasthan) India. Attention: Project Director</p> <p>Telex: +91-0141-5110730 / 5110739</p> <p>Facsimile: +91-0141-2228778</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: Sr. Accounts Officer Rajasthan Health Systems Development Project</p> <p>For the Service Provider: _____</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.1	The date on which this Contract shall come into effect is: w.e.f. date of signing of contract
2.2.2	The Starting Date for the commencement of Services is: w.e.f. date of signing of contract
2.3	The Intended Completion Date is: w.e.f. date of signing of contract
3.2.3	Activities prohibited after termination of this Contract are: Nil
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> (i) Third Party motor vehicle in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988 (ii) Employer's liability and workers' compensation: As per the prevailing statutory provisions. (iii) Professional liability: Rs. 1 crore. (iv) Loss or damage to equipment and property: Rs. 10 lacs.
3.5(d)	The other actions are : Nil
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p>The documents prepared by the Service Provider during the contract period shall be the property of Employer. Service Provider shall not use these documents for other purposes. If the service provider intends to use the same ,in that case written permission from the Employer shall be sought for using these documents by the service provider clearly indicating the purpose to where these documents to be used and after seeking permission from the employer only, these documents shall be used by the Service Provider.</p>
3.8.1	<p>The rate of liquidated damages is 0.5% per day.</p> <p>In case of receipt of complaint from the hospitals the contractor shall response within 48-96 hrs depending upon the repairs. Failure to do this the liquidated damage as per above shall be applied.</p> <p>The maximum amount of liquidated damages for the whole contract is 10% percent of the final Contract Price.</p>
3.8.3	Nil
5.1	The assistance and exemptions provided to the Service Provider are: N.A.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1	The contract is a unit cost charge plus cost of spares with an agreed % mark up on spares.
6.2(a)	The amount in local currency is –
6.2(b)	The amount in foreign currency or currencies is : Nil
6.3.2	The performance incentive paid to the Service Provider shall be: Nil
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> • Advance for Mobilization, Materials and Supplies: 10% percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same. • Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators: Monthly payment on prorata basis plus reimbursing of cost of spares actually used. • The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. • The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.
6.5	<p>Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 60 days in the case of the final payment.</p> <p>The interest rate is 10% per annum.</p>
6.6.1	Price adjustment is not applied in accordance with Sub-Clause 6.6.
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows: The Employer or his representatives will check the performance of the service provider from time to time. If found any unsatisfactory part then employer may instruct the service provider for remedy.</p> <p>The Defects Liability Period is shall be six months.</p>
8.2.3	deleted

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
8.2.4	The arbitration procedures of the Arbitration and Conciliation Act, 1996(with all amendments thereafter) will be used
8.2.5	deleted

Section VIII. Performance Specifications and Drawings

Hiring of Turnkey Contractor for Medical Equipment Management & Maintenance Workshop

1. Background

The World Bank assisted, Rajasthan Health System Development Project has been launched in the state of Rajasthan in the month of July 2004. The overall objective of the project is to increase the access of the people of Rajasthan, especially the underprivileged, poor, women and children, to quality health services. The project aims at achieving the overall objective through strengthening the secondary level government health system in the state through renovations, provision of equipment and medicines and skill enhancement of the care providers. These inputs will be complemented by the measures to improve service quality through improving the Quality of various Hospital equipments which is utilised for best Patient care.

The project is supporting various areas in the health system like infrastructures, human resources, equipment and furniture, financing system, etc.

In its extended phase, several key activities have been initiated by the project. The major activities are the setting up of ICUs, Trauma Centre, Rehabilitation Centre, and Burn Unit at District Hospitals along with the setting up of Medical Equipment Management & Maintenance Workshop for long-term of maintenance of medical equipments at the secondary level health faculties.

Presently in the State of Rajasthan at secondary level healthcare institutions, the maintenance and repairing of the equipments are not managed systematically and is based on fee-for service model for equipment that have low and medium technical complexities. The equipment that are technically highly complex such as X-rays, C.T. Scanners, Sonography, Bio-chemistry analyzer among others are maintained on Annual / Comprehensive Maintenance Contract (AMC / CMC) with the vendor who has supplied the equipment.

While there is no system for AMC / CMC for equipment that has low and medium technical complexities, the ratio of these equipments in terms of numbers and utilization are much higher than the high tech equipment in the secondary level healthcare institutions. Thus on one hand owing to the increased use the breakdown of these equipment high and on the other the up-time of these equipment are low because of lack of a system for preventive and breakdown maintenance.

The Project intends to support a centralized system of Equipment Management to ensure that all equipment in the public hospitals of Rajasthan is maintained to ensure safety and reliability of their functioning.

The long term strategy for the repair and maintenance has two major objectives: (i) To ensure Routine preventive maintenance and (ii) to undertake Breakdown maintenance as & when required.

Before launching the Equipment Management System at a State-wide level, the project intends to support a pilot for repair & maintenance of medical equipment secondary level health institutions in the Jaipur zone on a turnkey basis.

2. Aims and Objectives

The objective of the pilot Turnkey Contract for Medical Equipment Management in Jaipur Zone is to ensure:

- Availability of fully functional medical equipment for safe use on patient.
- Provision of technical support for all equipment leading to reduced downtime and frequency of breakdown.
- A response time of not more than 48 to 96 hours depending on the repairs for a new complaint from the hospitals.
- Provision of a standby for vital / critical equipment, which if taken for repair, the concerned service may come to standstill.
- A system to monitor the equipment management for its quality and efficiency.
- Availability of calibrated equipment 24X7.

3. Scope of Work

The turnkey contractor will submit a detailed proposal for medical equipment management, inclusive of repair, maintenance, monitoring and evaluation of equipment as per the list attached.

The turnkey contractor should submit the proposal of comprehensive unit rate for entire contract period for preventive & breakdown maintenance inclusive of calibration, spares, provision of standby if required, provision of hands on training to the user of equipment usage / day-to-day maintenance and monitoring & evaluation for each medical equipment.

The turnkey contractor should provide Technical Services: Attend breakdown calls, Repair, Troubleshoot, Undertake Preventive and corrective Maintenance (including calibration and provision of spares), maintain a Equipment Inventory Database management for monitoring and evaluation, provide technical advice on new demand and decommissioning of equipment). This includes availability of the following:

- Skilled Manpower to perform the services.
- Service to be rendered by a person who has been either employed or contracted to perform it i.e. not by a subcontractor or someone who is not identifiable.
- Tools, testing equipment, simulators, calibrators, machinery and office equipment.
- Availability of adequate spare parts required for repair of various medical equipment depending upon the expected wear and tear during the period of contract.
- Mobile Service Van – for repair of equipment in health facility and for bringing back the equipment for repair at workshop if required. Prevent misuse and mishandling of medical equipment by arranging regular training on proper use of medical equipment.
- Service providers must be able to prove that they are financially stable to sustain the deliverables during the period of contract.

4- Background information on the contractor's experience and capacity

- Minimum three years of past experience of the contractor and its performance in handling turnkey projects especially in the areas of equipment maintenance and logistics management.
- Existing set up including web based software for monitoring repair of medical equipment if any.

5- The turnkey contractor will also provide and be responsible for the monitoring, evaluation and reporting system for the Medical Equipment Management & Maintenance Workshop.

6. Inputs from the client:

I- The project will provide space for establishing of workshop at Mini

Swasthya Bhawan Sethi Colony Jaipur alongwith furniture.

II- Facilitate the turnkey contractor with equipment inventory list.

III- List out the of health facilities to be catered (District Hospitals, CHCs and PHCs) in the Jaipur zone.

7. Deliverables:

- The expected deliverables for the turnkey contractor are to:
- Arrange routine preventive maintenance of all medical equipment (as per list attached- Annexure-A) in health facility. This will be done as per the Original Equipment Manufacturer guidelines.
- Regular testing, calibration, repair and maintenance of medical equipment (as per the list attached) in health facilities (the list of health facilities for Jaipur Zone is enclosed- Annexure-B).

- Attending to all breakdown calls for repair of medical equipment in health facility.
- Limit the response for breakdown maintenance to not more than 48-96 hrs from the receipt of the complaint depending on the repairs.
- Provision of standby equipment for vital / critical equipment, which if taken for repair, which will seriously affect the delivery of essential services.
- Keeping the uptime of equipments more than 80%.
- A system to monitor the equipment management process for its quality and efficiency.
- Maintain log book of all complaints from hospitals, preventive & breakdown maintenance undertaking during the period of contract.
- Train the staff handling the medical equipment for regular daily pre and post use maintenance to ensure quality treatment to patients.
 - Day to day maintenance to be done by in-house staff / user of equipment.
- Ensure availability of adequate spare parts for repair of medical equipment, depending upon the estimated need for spares for various equipment.
- Keep proper inventory of spare parts (equipment wise & facility wise).
- Maintain an online equipment complaint log book.
- Facilitate to identify old medical equipment that need to be decommissioned based on following factors with evidence of the following:
 - Beyond economical repair and equipment where spare parts are not available and or no agent is available for service.
 - Maintain updated information online for equipment operational status, downtime and breakdown frequency.
 - Generate regular reports and escalate the same to the management.
 - Facilitate monitoring of AMC / CMC of highly sophisticated equipments and report to the concerned officers.
 - The quality of the final product i.e. the status of the equipment calibrated before its use.

8- Monitoring and Operation:

Till the end of project period the contractor will work under the administrative control of Project Director through EPM Cell. The HQ will be Jaipur. GOR will provide space for the contractor at Sethi Colony Jaipur from where the contractor will render the services for Jaipur Zone. The Jaipur zone has five districts Jaipur, Alwar, Dausa, Jhunjhunu and Sikar.

This includes the district hospitals of each district, CHCs of each district and PHCs of each district. The detail geographical area distance from Jaipur HQ and total number of units are attached herewith, accordingly the contractor will submit the monthly tour program to EPM cell.

After the closure of project period the whole administration will be handed over to Hospital Administration, State Govt. (Directorate – Medical & Health). The State Govt. will monitor the turnkey contract with the help of technical persons like Bio-Medical Engineer and technician.

9- Contract type:

The duration of contract will be three years with an annual review / exit clause from the date of start of services, on retainership basis. The duration of retainership may be mutually extended for further period. The duration of consultancy shall be reckoned from the date of appointment of turnkey contractor to the satisfactory completion of all the tasks and handing over of all deliverables. In case the contractor is found guilty of breach of the agreement his services can be terminated of a notice of one month without any compensation. If the contractor gives-up the assignment in between i.e. before the contract period, he shall require to give a prior notice of three months.

10- Review Committee will consist of following members.

- Principal Secretary (Medical & Health)
- Project Director, RHSDP
- Director H.A.
- Additional Director (EPMC)

Review Committee will review and monitor the effectiveness of working of the Turnkey Contractor.

Section IX. Contract Forms

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Performance Bank Guarantee (Unconditional)

To: _____

Whereas _____ (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Contract");

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

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

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

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

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

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

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

Bank Guarantee for Advance Payment

To: _____

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-Clause 6.4 (“Terms and Conditions of Payment”) of the above-mentioned Contract, _____ (hereinafter called “the Service Provider”) shall deposit with _____ a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____

We, the _____, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding _____

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

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

**Annexure-A- List of Equipment:
Categorization of Equipment for Maintenance**

No	Name of Equipment	Maintenance Modality
1]	Imaging Equipment	
1	Dental X-Ray	On Turn-Key basis
11]	Electro Medical Equipment	
2	E.C.G.	On Turn-Key basis
3	Audiometers	On Turn-Key basis
4	Multiparameter Monitor	On Turn-Key basis
5	Defibrillators	On Turn-Key basis
6	Ventilators	On Turn-Key basis
7	Boyles Apparatus	On Turn-Key basis
8	Foetal Monitor	On Turn-Key basis
9	Emergency Resuscitation Kit (Adult & Baby)	On Turn-Key basis
10	Head Light	On Turn-Key basis
11	Pulse Oxymeter	On Turn-Key basis
111]	Pneumatic Hydraulic & Sterilization Equipment	
12	Dental Unit + Chair, Micromotor, Air Rotor, Light Cure, US Scalar	On Turn-Key basis
13	Operation Table (Ordinary)	On Turn-Key basis
14	Operation Table (Hydraulic)	On Turn-Key basis
15	C-Arm Compatible O.T. Table.	On Turn-Key basis
16	Autoclave HP (Horizontal)	On Turn-Key basis
17	Autoclave (Vertical)	On Turn-Key basis
18	Shadowless Lamp (Mobile)	On Turn-Key basis
19	O.T. Lights (Shadowless)	On Turn-Key basis
20	MTP High Vacuum Suction	On Turn-Key basis
21	Suction Apparatus (Electrical)	On Turn-Key basis
22	Foot Suction Apparatus	On Turn-Key basis
23	Instrument Sterilizer	On Turn-Key basis
24	Diathermy Machine Surgical	On Turn-Key basis
25	Gynaec Electric Cautery	On Turn-Key basis
26	Automist	On Turn-Key basis

IV]	Refrigerator & A/C	
27	Refrigerators (165 Ltrs)	On Turn-Key basis
28	Refrigerators (300 Ltrs)	On Turn-Key basis
29	A/C Machines with Stabilizer	On Turn-Key basis
30	Two Body Mortuary Cabinet	On Turn-Key basis
31	Four Body Mortuary Cabinet	On Turn-Key basis
32	Blood Bank Refrigerator	On Turn-Key basis
VI]	Physiotherapy Equipments	
33	Short Wave Diathermy	On Turn-Key basis
34	Muscle and Nerve Stimulator	On Turn-Key basis
35	Ultrasonic therapy unit	On Turn-Key basis
36	Shoulder Wheel	On Turn-Key basis
37	Exercise Bicycle	On Turn-Key basis
38	Wax Bath	On Turn-Key basis
39	Portable Traction Machine (Cervical)	On Turn-Key basis
40	Portable Traction Machine (Lumbar)	On Turn-Key basis
VII]	Laboratory Equipment	
41	Microscopes (Binocular)	On Turn-Key basis
42	Photo Electric Calorimeter	On Turn-Key basis
43	Flame Cell Photometer	On Turn-Key basis
44	Spectro Photometer	On Turn-Key basis
45	Water Bath	On Turn-Key basis
46	Hot Air Oven	On Turn-Key basis
47	Incubators	On Turn-Key basis
48	Centrifuge	On Turn-Key basis
49	Centrifuge (Heamatocrit)	On Turn-Key basis
50	Rotor/Shaker	On Turn-Key basis
51	Glucometer	On Turn-Key basis
52	Hemoglobin Meter	On Turn-Key basis
53	Tissue Processor	On Turn-Key basis
VIII]	Blood Bank Equipment	
54	Blood Storage Refrigerators (200 to 250 Bags)	On Turn-Key basis
55	Di-Electric Tube Sealer	On Turn-Key basis
56	Lab. Incubator	On Turn-Key basis
57	Lab. Centrifuge	On Turn-Key basis

58	QBC System for Malaria	On Turn-Key basis
IX]	Furnishing & Other Equipment	
59	Examination Table	On Turn-Key basis
60	Gynac Examination Table	On Turn-Key basis
61	Labour Table	On Turn-Key basis
62	Wheel Chair	On Turn-Key basis
63	Emergency Recovery Trolley	On Turn-Key basis
64	Stretcher on Trolley	On Turn-Key basis
65	Height Measuring Stand	On Turn-Key basis
66	Fowler Bed	On Turn-Key basis
67	Iron Cot	On Turn-Key basis
68	ICU Bed	On Turn-Key basis
69	Baby Cot	On Turn-Key basis
70	I.V. Stand	On Turn-Key basis
71	Bedside Locker	On Turn-Key basis
72	Oxygen Cylinder Trolley	On Turn-Key basis
73	Dressing Trolley	On Turn-Key basis
74	Mayo's Trolley	On Turn-Key basis
75	Instrument Trolley	On Turn-Key basis
76	Linen Trolley	On Turn-Key basis
77	Fracture Table	On Turn-Key basis
X]	Minor Equip & Furnishings	
78	X-Ray Viewing Box	On Turn-Key basis
79	Safe Light X-Ray Dark Room	On Turn-Key basis
80	B.P. Apparatus-Mercury	On Turn-Key basis
81	Weighing Machine Adult	On Turn-Key basis
82	Weighing Machine Infant	On Turn-Key basis
83	Infra-red Lamps	1 On Turn-Key basis
84	Regulator & Flowmeter	On Turn-Key basis
85	Emergency Lamp	On Turn-Key basis
86	Laryngoscope	On Turn-Key basis
87	Universal Bone Drill (Manual)	On Turn-Key basis
88	Universal Bone Drill (Electronic)	On Turn-Key basis

Annexure-B- List of Health facilities of Jaipur Zone

DISTANCE BETWEEN HOSPITALS OF ALWAR DISTRICT & JAIPUR

S.No.	NAME OF BLOCK	S.NO.	NAME OF COMMUNITY HEALTH CENTERS	DISTANCE FROM JAIPUR	S.NO.	NAME OF PRIMARY HEALTH CENTERS	DISTANCE FROM JAIPUR
1	RAJEEV GANDHI GENERAL HOSPITAL ALWAR						148 km
1	BEHROR	1	BARDOD	90 km	1	GANDALA	115km
		2	BEHROR	88 km	2	BHITEDA	120km
					3	TASING	95km
					4	JAKHARANA	110km
					5	JAGUWAS	96km
					6	KOHRANA	97km
2	SHAJAHANPUR	1	SHAJAHANPUR	78 km	7	MAJRIKALAN	105km
		2	MANDHAN	92 km	8	MAJRA	115km
		3	NEEMRANA	72 km	9	KUTINA	113km
					10	JAITPUR	160km
					11	KAYSA	215km
3	BANSUR	1	BANSUR	94km	12	RAMPUR	112km
					13	HARSORA	104km
					14	KARANA	111km
					15	GUNTA	106km

					16	HAMIRPUR	123km
					17	HAJIPUR	120km
					18	NEEMUCHANA	80km
4	KISHANGARHBAS	1	KISHANGARHBAS	183km	19	BASKRIPALNAGAR	185km
		2	KHAIRTHAL	195km	20	ISMAILPUR	196km
					21	BEHADARPUR	170km
					22	BHAGERIKALAN	206km
5	MUNDAWAR	1	MUNDAWAR	213km	23	CHANDPUR	205km
					24	JINDOLI	178km
					25	KARNIKOT	216km
					26	SIHALIKALAN	220km
					27	BEEJWADCHAUHAN	225km
					28	JATBEHROR	220km
					29	MUNDANWADAKALAN	226km
					30	TATARPUR	183km
					31	SARAIKALAN	204km
6	TIJARA	1	TIJARA	203km	32	JHIWANA	227km
		2	BHIWARI	233km	33	TAPUKARA	223km
					34	ISRODA	220km
7	KOTKASIM	1	KOTKASIM	206km	35	HARSAULI	205km
					36	PUR	203km
					37	JODIYA	210km
					38	BIBIRANI	200km
8	LAXMANGARH	1	LAXMANGARH	193km	39	BADODAMEON	176km

		2	GOVINDGARH	192km	40	INTEDA	198km
					41	HARSANA	195km
					42	JHALATALA	208km
					43	MAUJPUR	187km
9	KHERALI	1	KHERALI	238km	44	RAMNAGAR	214km
		2	KATHUMAR	218km	45	KALWADI	236km
					46	KHONKAR	228km
					47	BEHTUKALAN	226km
					48	TASAI	230km
10	RAINI	1	RAINI	214km	49	MACHARI	193km
					50	PINAN	204km
					51	GHADI SAWAIRAM	213km
					52	JAMDAULI	206km
11	RAJGARH	1	RAJGARH	188km	53	MALLANA	223km
		2	TEHLA	213km	54	KHODARIBA	226km
					55	BALDEOGARH	236km
					56	GOLA KA BAS	238km
					57	RAJPURBADA	222km
					58	SAKAT	220km
					59	DHAMRED	196km
12	MALAKHERA	1	MALAKHERA	168km	60	AKBARPUR	163km
		2	UMRAIN	158km	61	DEHRASHHPURA	158km
					62	CHANDAULI	163km
					63	BALETA	177km
13	THANAGAZI	1	THANAGAZI	103km	64	PRATAPGARH	78km
		2	NARAINPUR	120km	65	NANGALBANI	83km

					66	GHUDACHURANI	82km
					67	AJABGARH	72km
					68	KISHORI	83km
14	RAMGARH	1	RAMGARH	170km	69	NAUGAON	113km
					70	MUBARIKPUR	106km
					71	OONTWAL	123km
					72	BANBAULI	118km

Distance from Jaipur to various facility District Dausa

	Name of Block	Distance from Jaipur
	Block Dausa	
1	District Hospital, Dausa	65
2	CHC. Paparda	90
3	PHC. Bhandarej	75
4	PHC. Sainthal	90
5	PHC. Nangal Rajawatan	85
6	PHC. Kundal	80
7	PHC. Lawan	85
8	PHC. Kharandi	90
	Block Lalsot	
1	CHC. Lalsot	105
2	CHC. Mandawari	120
3	PHC. Bagdi	120
4	PHC. Daulatpura	120
5	PHC. Ramgad Pachwara	110
6	PHC. Didwana	100
7	PHC. Rahuwas	85
	Block Sikrai	
1	CHC. Sikrai	110
2	CHC. Sikendra	90
3	PHC. Manpur	100
4	PHC. Garh	90
5	PHC. Geejgarh	100
	Block Bandikui	
1	CHC. Bandikui	105
2	PHC. Baswa	120
3	PHC. Lotwara	120
4	PHC. Badialkalan	115
5	PHC. Biwai	120
6	PHC. Guda katla	100
7	Arniya	105

	Block Mahwa	
1	CHC. Mahwa	130
2	CHC. Mandawar	150
3	PHC. Pavta	142
4	PHC. Rasidpur	140
5	PHC. Balaheri	125
6	PHC. Santha	143
7	PHC. Kherla	145
8	PHC. Kot	160
9	PHC. Khorra Mulla	143
10	PHC. Talchidi	150

Sr. No.	Name of Health Facilities	Distance from Mini Swasthya Bahwan Jaipur
1	Hari Baksha Kawtiya Hospital	11 Km
2	Rukmani Devi Jaipuriya Hospital	8 Km
3	Setelite Hospital Bani Park	9 Km
4	Setelite Hospital Sethi Colony	1/2 Km
5	Comm. Health Center Sanganer	15 Km
6	Comm. Health Center Amer	16 Km
7	Comm. Health Center Bassi	30 Km
8	Comm. Health Center Shapura	60 Km
9	Comm. Health Center Dudu	55 Km
10	Comm. Health Center Chomu	40 Km
11	Comm. Health Center Amerser	75 Km
12	Comm. Health Center Phagi	45 Km
13	Comm. Health Center Chaksu	46 Km
14	Comm. Health Center Kotputali	115 Km
15	Comm. Health Center Viratnagar	90 Km
16	Comm. Health Center Ramgarh	40 Km
17	Comm. Health Center Sambher	80 Km
18	Comm. Health Center Govind Garh	52 Km
19	Comm. Health Center Andhi	50 Km
20	Comm. Health Center Kishangarh Renwal	75 Km
21	Raj. Dispansery Vaishali Nagar	17 Km
22	Raj. Dispansery Purani Basti	9 Km
23	Raj. Dispansery Sardar Patel Marg	8 Km
24	Raj. Dispansery Sirahadohi	6 Km
25	Raj. Dispansery Gandhi Nagar	5 Km
26	Raj. Dispansery Moti Catla	7 Km
27	Raj. Dispansery Tope Khana Desh	8 Km

28	Raj. Dispacency Indra Colony Dher ke Balaji	15 Km
29	Raj. Dispacency Adarsh Nagar	2 Km
30	Raj. Dispacency Tilak Nager	3 Km
31	Raj. Dispacency Tope Khana Hujuri	3 Km
32	Raj. Dispacency Secytrate	8 Km
33	Raj. Dispacency Raj Bhawan	8 Km
34	Raj. Dispacency Nahari Ka Naka	11 Km
35	Raj. Dispacency Jawahar Nagar	4 Km
36	Raj. Dispacency Jhotwara	18 Km
37	Raj. Dispacency Jamdoli	11 Km
38	Raj. Dispacency Gangapol	3 Km
39	Raj. Dispacency Vidhayak Niwas	9 Km
40	Raj. Dispacency Barkat Nagar	9 Km
41	Raj. Dispacency Vidhayak Nagar	8 Km
42	Raj. Dispacency Raigar Basti Ghat Gate	3 Km
43	Raj. Dispacency Malviya Nagar Sec-3	6 Km
44	Raj. Dispacency Durgapura	11 Km
45	Raj. Dispacency Mansarovar Sec-8	14 Km
46	Raj. Dispacency Govind Nagar	9 Km
47	Raj. Dispacency Satayatayan Ashram	10 Km
48	Raj. Dispacency Mini Sachivalya	10 Km
49	Raj. Dispacency Raj. High Court	10 Km
50	Raj. Dispacency Jhalana Dungari	10 Km
51	Raj. Dispacency Pratap Nagar Sec- 11	14 Km
52	Raj. Dispacency Pratap Nagar Sec- 8	13 Km
53	Raj. Dispacency Kendriya Jail	3 Km

54	Raj. Dispancery Police Academy (R.P.A)	12 Km
55	Raj. Dispancery Vidhan Sabha	6 Km
56	Raj. Dispancery Mansarovar Kiran Path	14 Km
57	Raj. Dispancery Malviya Nagar Sec-6	8 Km
58	Raj. Dispancery Agarwal Farm	13 Km
59	Raj. Dispancery Santi Nagar	13 Km
60	Raj. Dispancery Murlipura	16 Km
61	Raj. Dispancery Sansation Court	9 Km
62	Mother Child & Family welfare center Ramgang	4 Km
63	Mother Child & Family welfare center Chora Rasta	5 Km
64	Mother Child & Family welfare center Purani Basti	7 Km
65	Mother Child & Family welfare center Gandhi Nager	6 Km
	PHCS Under CMHO-I	
	AMER	
66	Achrol	30 Km
67	Bagwara	46 Km
68	Chandwagi	45 Km
69	Chonp	52 Km
70	Gudha Surjan	56 Km
71	Jahota BPHC	32 Km
72	Manpur machedi	55 Km
73	Radhakishanpura	57 Km
74	Rundal	56 Km
	Govind Garh	
75	Hasteda	48 Km
76	Itava Bhipji	53 Km

77	Kaladera BPHC	48 Km
78	Khejroli	54 Km
79	Kushalpura	40 Km
80	Niwana	48 Km
81	Samod	42 Km
82	Singodkhurd	48 Km
	Ramgarh	
83	Bhanpurkalan BPHC	32 Km
84	Bhawani	30 Km
85	Chawandiya	32 Km
86	Dhola	56 Km
87	Gathwari	53 Km
88	Kharkhada	42 Km
89	Nayala	26 Km
90	Raisar	33 Km
91	Saiwad New	13 Km
	Jhotwara	
92	Jaisinghpura	4 Km
93	Jamdoli	6 Km
94	Kalwad	48 Km
95	Sirsi BPHC	19 Km
	Kotputali	
96	Banethi	132 Km
97	Bhonawas	98 Km
98	Dantil	128 Km
99	Devata	124 Km
100	Gonera	136 Km
101	Kalyanpurakalan	127 Km
102	Narheda BPHC	130 Km
103	Raghunathpura	95 Km
104	Rajnota	113 Km

105	Rajnota	113 Km
106	Shuklawas	98 Km
	Shapura	
107	Dhanota	58 Km
108	Dhawali	47 Km
109	Hanutpura	57 Km
110	Kariri	62 Km
111	Nayan	55 Km
112	Radawas	52 Km
113	Saiwad	75 Km
	Virat Nagar	
114	Antela	85 Km
115	Balesar	93 Km
116	Barnagar	98 Km
117	Bhabharu	72 Km
118	Bhagawas Ahiran	76 Km
119	Bilwadi	82 Km
120	Maid BPHC	86 Km
121	Pachudala	94 Km
122	Pragpura	96 Km
	PHCS Under CMHO-II	
123	Kothun	60 Km
124	Jagatpura	8 Km
125	Mandawari	70 Km
126	Bhaslana	80 Km
127	Ganardu	70 Km
128	Dadiya	25 Km
129	Rojwadi	35 Km
130	Badwa	45 Km
131	Madho Rajpura	55 Km
132	Manda Bhemsingh	65 Km

133	Bobas	55 Km
134	Banghal	70 Km
135	Goner	20 Km
136	Kadera	45 Km
137	Karansar	45 Km
138	Mujmabad	65 Km
139	Tunga	55 Km
140	Chandali	18 Km
141	Ladera	70 Km
142	Marva	75 Km
143	Kotkhavda	55 Km
144	Bagaru	28 Km
145	Bhaakrota	20 Km
146	Bichuna	40 Km
147	Padampura	30 Km
148	Vatika	30 Km
149	Jobner	50 Km
150	Bhaskho	45 Km
151	Bagawas	55 Km
152	Nareha	65 Km
153	Manjhirenwal	35 Km
154	Chuaru	55 Km
155	Bilwa	22 Km
156	Hingoniya	40 Km
157	Boraj	50 Km
158	Sakhun	75 Km

Dist. Hospital Jhunjhunu To Jaipur 185 KM

Jaipur To Distance

**CHC
Jhunjhunu**

Sr. No.	Name of the Institution	Distance to Jaipur (in KM)
1	BISAU	215
2	MANDAWA	180
3	BAGGAD	190
4	MALSISAR	210
5	SURAJGARH	220
6	KHETDI	165
7	NAVALGARH	150
8	CHIDAVA	210
9	UDAIPURWATI	125
10	BUHANA	200
11	CHIRANA	210
12	MANDRELA	220
13	GUDAGAURJI	

Block Jhunjhunu

Sr. No.	Name of the Institution	Distance to Jaipur (in KM)
1	PHC Islampur	209
2	PHC Kali Pahari	209
3	PHC Binjusr	209
4	PHC Hetamsar	175
5	PHC Bharu	178
6	PHC Bhadarwas	164
7	PHC BharundaKalan	
8	PHC Patusari	199
9	PHC Churi	160
10	PHC Nua	167

Block Chirawa

Sr.No.	Name of the	Distance to Jaipur (in
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Block Surajgarh

Sr.No.	Name of the	Distance to Jaipur (in
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	Institution	KM)
1	PHC Bakhtavarpura	190
2	PHC Padampura	180
3	PHC Solana	190
4	PHC Sultana	200
5	PHC Chanana	170
6	PHC Jakhora	222
7	PHC Ardawata	210
8	Bhadunda Kalan	185

	Institution	KM)
1	PHC Bangothri Kalan	255
2	PHC Kakoda	225
3	PHC Kajara	228
4	PHC Kidwana	220
5	PHC Pipli	240
6	PHC Chhapara	262
7	PHC Devroad	218
8	PHC Jakhod	220

Block Khetri

Sr.No.	Name of the Institution	Distance to Jaipur (in KM)
1	PHC Babai	149
2	PHC Shimla	190
3	PHC Sihod	195
4	PHC Papurana	156
5	PHC Rasulpur	185
6	PHC Tyonda	190
7	PHC Tatija	181
8	PHC Jasarapur	178
9	PHC Tibba Basai	190

Block Buhana

Sr.No.	Name of the Institution	Distance to Jaipur (in KM)
1	PHC Udamandi	220
2	PHC Kuhadwas	220
3	PHC Singhana	180
4	PHC Hirwa	230
5	PHC Pacheri Kalan	200
6	PHC Sawlod	195
7	PHC Sohali	220
8	PHC Churina	240

Block Nawalgarh

Sr.No.	Name of the Institution	Distance to Jaipur
1	PHC Jhajhar	175
2	PHC Basawa	165
3	PHC Mandasi	170
4	PHC Khirod	180
5	PHC Dhigal	175
6	PHC Bhagera	165
7	PHC Parasrampura	180
8	PHC Jakhal	175
9	PHC Jejusar	170
10	PHC Gothara	160
11	Disp. Mukungarh	

**Block
Udaipurwati**

Sr.No.	Name of the Institution	Distance to Jaipur (in KM)
1	PHC Baragaun	165
2	PHC Mandawara	137
3	PHC Bhorki	150
4	PHC Ponkh	160
5	PHC Pachlaji	155
6	PHC Chhapoli	133
7	PHC Chanwara	158
8	PHC Titanwad	152
9	PHC Gudhagorji	145

Block Malsisar

Sr.No.	Name of the Institution	Distance to Jaipur (in KM)
1	PHC Alsisar	225
2	PHC Birmi	218
3	PHC Gangiyasar	220
4	PHC Kaant	230
5	PHC Kaliyasar	250
6	PHC Ladusar	220
7	PHC Mahansar	210
8	PHC Niradhnu	225
9	PHC Tumkor	260

Distance mapping of CHC H.O. from Jaipur

S.No.	Name of District Hospital/ CHC	Root	Distance from Jaipur (k.m.)
1	Shri Kalyan Hospital, Sikar	Direct	114
2	CHC Neemkathana	Chomu Ajeetgarh	130
3	CHC Shrimadhampur	Reengus	70
4	CHC Fatehpur	Sikar	165
5	CHC Khandela	Palsana	90
6	CHC Piprali	Sikar	130
7	CHC Danta	Renwal	90
8	CHC Laxmangarh	Sikar	145
9	CHC Ajeetgarh	Chomu	70
10	CHC Ramgarh Shekhawati	Sikar& Fatehpur	185
11	CHC Kudan	Sikar	135
12	CHC Khatushyamji	Reengus	90
13	CHC Losal	Renwal, Danta	130
14	CHC Guhala	Chomu, Ajeetgarh	120
15	CHC Patan	Chomu, Ajeetgarh	155
16	CHC Khachriyawas	Renwal	75
17	CHCReengus	Direct	65

Distance mapping of PHC H.Q. form Jaipur

S. No.	Name of Block	Name of PHC	Root	Distance from Jaipur (k.m.)
1	Fatehpur	Rktlj Tajsar	Fatehpur	170
2		Besawa	Fatehpur	180
3		Dhandan	Fatehpur	185
4		Disnaow	Laxmangarh	160
5		Biraniya	Fatehpur	180
6		Raru badi	Laxmangarh	160
7		Dantaru	Fatehpur	190
8		Tihawali	Fatehpur	185
9	Laxmangarh	Ganedi	Sikar	155
10		Nechwa	Sikar	150
11		Gadoda	Sikar, Ganedi	170
12		Patoda	Sikar	150
13		Mirjwas	Sikar, Dundlod	175
14		Mangluna	Laxmangarh	165
15		Panlawa	Sikar	130
16		Jasrasar	Laxmangarh	155
17	Shrimadhampur	Mundru	Chomu, Khejdoli	65
18		Maharoli	Chomu, Reengus	60
19		Divrala	Chomu, Ajeetgarh	80
20		Nangal	Chomu, Mundru	75
21		Abhawas	Reengus	80
22		Jorawar nagar	Reengus, Shrimadhampur	90
23		Sargot	Direct	55
24		Dhabawali	Reengus, Shrimadhampur	95
25	Khandela	Jajod	Shrimadhampur	80
26		Jhadali	Ajeetgarh	80
27		Hod	Shrimadhampur	85
28		Thoi	Ajeetgarh	90
29		Kanwat	Ajeetgarh	100
30		Kotri Luharwas	Khandela	100
31		Chaukdi	Khandela	105
32		Goriya	Shrimadhampur	90
33		Hathideh	Ajeetgarh	95
34	Neemkathana	Sirohi	Reengus, Shrimadhampur	125
35		Bhudoli	Chomu, Ajeetgarh	136
36		Dokan	Chomu, Ajeetgarh	148
37		Chalaa	Reengus, Shrimadhampur	115
38		Tatera	Chomu, Ajeetgarh	110
39		Hasampur	Chomu, Ajeetgarh	160
40		Dabla	Chomu, Ajeetgarh	170
41		Toda	Chomu, Ajeetgarh	155

42		Cheeplata	Chomu, Ajeetgarh	155	
43		Ganeshvar	Chomu, Ajeetgarh	143	
44		Raipur Jageer	Chomu, Ajeetgarh	100	
45	Danta	Danta Ramgarh	Renwal	85	
46		Dansroali	Renwal	95	
47		Khur	Renwal, Danta	115	
48		Pachar	Khachriyawas	105	
49		Kochor	Renwal, Danta	115	
50		Baay	Renwal, Danta	100	
51		Roopgarh	Renwal, Danta	120	
52		Banuda	Renwal, Danta	115	
53		Piprali	Palsana	Direct	85
54			Sishu	Direct	100
55	Ranoli		Direct	95	
56	Kolida		Sikar	135	
57	Singhasan		Sikar	135	
58	Rewasa		Ronali	110	
59	Tarpura		Sikar, Piprali	140	
60	Shyamgarh		Sikar, Piprali	140	
61	Kudan	Raseedpura	Sikar	130	
62		Jhigar Choti	Sikar	125	
63		Faglawas	Sikar	130	
64		Dujod	Sikar	125	
65		Nagawa	Sikar	135	
66		Fatehpura	Sikar	155	
67		Kirdoli	Sikar	125	
68		Kashi ka Baas	Sikar	120	