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**BIDDING DOCUMENTS****Issued on: \_\_\_\_\_****for****Procurement of  
Medical Equipment**

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**ICB No: F.2(35)/RHSDP/02/EPMC/2009/7413 dated  
16.12.2009****Project: Rajasthan Health Systems Development  
Project****Purchaser:**

Project Director

Rajasthan Health Systems Development Project

RHSDP Block, Swasthya Bhawan,

Tilak Marg, C-Scheme, Jaipur-302015

**Invitation for Bids (IFB)**  
**INDIA**  
**Rajasthan Health Systems Development Project**  
**Credit 3867-IN**  
**International Competitive Bidding for Medical Equipments**  
**F.2 (35)/ RHSDP/ EPMC/ 02/ 2009/7413      Dated: 16-12-2009**

1. This Invitation for Bids follows the General Procurement Notice for this Project that was published on UNDB online on 16 December 2009
2. This Government of India has received a credit from International Development Association (IDA) toward the cost of Rajasthan Health Systems Development Project and it intends to apply part of the proceeds of this credit to payments under the Contracts for which this invitation for bids is issued.
3. This Project Director, Rajasthan Health Systems Development Project now invites sealed bids from eligible and qualified bidders for supply of following items:

Line Item No.	Description of line Items	Qty (In no's.)	Date of Commencement of Sale of Bidding Document	Last Date for Sale of Bidding Document	Last Date & Time of Receipt of Bids	Date & Time of Bid Opening
1.	Ventilators	119	December 24, 2009	February 8, 2010 up to 6:00 pm	February 9, 2010 up to 2:00 pm	February 9, 2010 at 2:30 pm
2	Central Medical Gas System (O2 & Suction)	35				
3	Cardiac Monitors (Bed side)	240				
	Central Monitoring System	17				
4	Bi-Phasic Defibrillators	122				
5	Fowler Bed	682				
6	Syringe Pumps	418				
The Pre-Bid-Conference shall be held on January 11, 2010 at 2.30 p.m.						

4. Bidding will be conducted through the International Competitive Bidding (ICB) procedures specified in the World Bank's: Procurement under IBRD Loans and IDA Credits, and is open to all bidders from Eligible Source Countries as defined in the Guidelines.
5. Interested eligible bidders may obtain further information from Rajasthan Health Systems Development Project Swasthya Bhawan, RHSDP Block, Tilak Marg, C-Scheme, Jaipur, INDIA, Tel.: 91-0141-5110730,39, Fax No.: 91-0141-2228778, 5110739 Email: [rhsdp\\_raj@yahoo.co.in](mailto:rhsdp_raj@yahoo.co.in) and inspect the Bidding Documents at the address given below from 9:30 AM to 6:00 PM IST and can also be inspected on [www.rajswasthya.nic.in](http://www.rajswasthya.nic.in) If any firm wishes to participate in the bid process they have to buy the bidding documents from the office as per details in para 7 below.
6. Qualifications requirements are indicated in Section III of the bidding documents. A margin of preference for eligible national contractors "shall", be applied, as applicable. Additional details are provided in the Bidding Documents.
7. A complete set of Bidding Documents in English may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a non refundable fee Indian Rupees 3000.00 or US \$ 70 in the form of bankers cheque / demand draft in favor of Project Director Rajasthan Health Systems Development Project payable at Jaipur, India. Bidding documents requested by mail will be dispatched by courier or air mail on payment of an extra amount of Rs. 200.00 for domestic bidders and US \$ 30 for overseas bidders. Rajasthan Health Systems Development Project will not be responsible for the postal delay, if any, the delivery of the documents or non receipt of the same.
8. Bids must be delivered to the address below at or before February 9, 2010, 2:00 PM. Electronic bidding will not be permitted. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend in person on February 9, 2010, 2:30PM.
9. The address referred to above is:

Project Director  
Rajasthan Health Systems Development Project  
Swasthya Bhawan RHSDP Block  
Tilak Marg C-Scheme Jaipur-India  
Tel.: 91-0141-5110730, 39, Fax No.: 91-0141-2228778, 5110739  
Email: [rhsdp\\_raj@yahoo.co.in](mailto:rhsdp_raj@yahoo.co.in)

**Project Director  
RHSDP**

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# **PART 1 – Bidding Procedures**

# Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### General

- Scope of Bid**
- 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this International Competitive Bidding (ICB) procurement are **specified in the BDS**. The name, identification, and number of lots of are **provided in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
  - (b) if the context so requires, “singular” means “plural” and vice versa; and
  - (c) “day” means calendar day.
- Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) toward the cost of the project **named in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
- 2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. 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 decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.
- Fraud and Corruption**
- 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.<sup>1</sup> 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”<sup>2</sup> 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”<sup>3</sup> 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”<sup>4</sup> 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”<sup>5</sup> 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

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<sup>1</sup> *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.*

<sup>2</sup> *“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.*

<sup>3</sup> *a “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.*

<sup>4</sup> *“parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.*

<sup>5</sup> *a “party” refers to a participant in the procurement process or contract execution.*

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 3.1 (e) below.
  - (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, 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, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;
  - (d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has, 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, and contractors and their sub-contractors 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-Clause 35.1 (a) (iii) of the General Conditions of Contract.

**Eligible Bidders**

- 4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- 4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be

considered to have a conflict of interest with one or more parties in this bidding process, if they:

- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
- (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

4.3 A Bidder that is under a declaration of ineligibility by the Bank in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. The list of debarred firms is available at the electronic address specified in the **BDS**.

4.4 A firm that has been determined to be ineligible by the Bank in relation to the Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants shall be not be eligible to be awarded a contract.

4.5 Government-owned enterprises in the Borrower's Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

**Eligible Goods and  
Related  
Services**

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.

5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially

in its basic characteristics from its components.

### **Contents of Bidding Documents**

**Sections of Bidding Documents** 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

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

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

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

- Section VI. Schedule of Requirements

#### **PART 3 Contract**

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

6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

**Clarification of Bidding Documents** 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Purchaser shall

forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

**Amendment of Bidding Documents**

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2

**Preparation of Bids**

**Cost of Bidding**

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

**Language of Bid**

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**Documents Comprising the Bid**

- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
  - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;
  - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
  - (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;

- (e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (h) any other document **required in the BDS.**

**Bid Submission  
Form and Price  
Schedules**

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

**Alternative Bids**

13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

**Bid Prices and  
Discounts**

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.

14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.

14.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS**.

14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms

offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Purchaser's Country:
  - (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
  - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**.
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
  - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, or CIF named port of destination, as specified in the **BDS**;
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**;
  - (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**;
- (c) For Goods manufactured outside the Purchaser's Country, already imported:

*[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be*

*paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
  - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
  - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
  - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).
- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices



quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

- Currencies of Bid**
- 15.1 The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise specified in the **BDS**.
- 15.2 The Bidder may express the bid price in the currency of any country in accordance with Section V, Eligible countries. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Purchaser's Country.
- Documents  
Establishing the  
Eligibility of the  
Bidder**
- 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
- Documents  
Establishing the  
Eligibility of the  
Goods and  
Related  
Services**
- 17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- Documents  
Establishing the  
Conformity of  
the Goods and  
Related  
Services**
- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts,

special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

**Documents  
Establishing the  
Qualifications  
of the Bidder**

19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
- (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**Period of Validity  
of Bids**

20.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a

corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.

20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

### **Bid Security**

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

21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Purchaser'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 Purchaser's Country, it shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable.
- (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 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 Clause 20.2;

21.3 If a Bid Security or a Bid-Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be

rejected by the Purchaser as non-responsive.

21.4 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 44.

21.5 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 20.2; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 43;

(ii) furnish a Performance Security in accordance with ITB Clause 44.

21.6 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 mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.

21.7 If a bid security is **not required in the BDS**, and

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2, or

(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;

the Borrower may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

**Format and  
Signing of Bid**

22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to

sign on behalf of the Bidder.

- 22.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

### **Submission and Opening of Bids**

#### **Submission, Sealing and Marking of Bids**

- 23.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.

- (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

- 23.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

- 23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

#### **Deadline for Submission of Bids**

- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**.

- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**Late Bids**

25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

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

26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

**Bid Opening**

27.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 23.1, shall be as **specified in the BDS**.

27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and

exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.
- 27.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

### **Evaluation and Comparison of Bids**

#### **Confidentiality**

- 28.1 Information relating to the examination, evaluation, comparison, and postqualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the bids or contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to

contact the Purchaser on any matter related to the bidding process, it should do so in writing.

**Clarification of Bids**

29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.

**Responsiveness of Bids**

30.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

**Nonconformities, Errors, and Omissions**

31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

31.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.



- 31.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - (b) 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; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

**Preliminary  
Examination of  
Bids**

- 32.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
  - (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
  - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.

**Examination of  
Terms and  
Conditions;  
Technical  
Evaluation**

- 33.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material

deviation or reservation.

- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.
- Conversion to Single Currency** 34.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by the source and on the date **specified in the BDS**.
- Domestic Preference** 35.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.
- Evaluation of Bids** 36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
  - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
  - (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
  - (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.
- 36.4 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) In the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
  - (b) in the case of Goods manufactured outside the Purchaser's

Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;

- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

36.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

**Comparison of  
Bids**

37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

**Postqualification of  
the Bidder**

38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

- Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**      39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

### **Award of Contract**

- Award Criteria**      40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

- Purchaser's Right to Vary Quantities at Time of Award**      41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

- Notification of Award**      42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.3 The Purchaser shall publish in UNDB online and in the dgMarket the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.
- 42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.

- Signing of Contract**
- 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 43.3 Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.
- Performance Security**
- 44.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	<b>A. General</b>
<b>ITB 1.1</b>	The Purchaser is: Project Director, Rajasthan Health Systems Development Project
<b>ITB 1.1</b>	<p>The name and identification number of the ICB are:  <b>International Competitive Bidding for Medical Equipments  F.2(35)/RHSDP/EPMC/ /2009</b></p> <p>The number, identification and names of the lots comprising this ICB are:  Lot-01 : Ventilators  Lot-02 : Central Medical gas system (O2 Suction)  Lot-03 : Cardiac Monitors (Bed Side)  Central Monitoring System (for ICU)  Lot-04 : Bi-Phasic Defibrillators  Lot-05 : Fowler Bed  Lot-06 : Syringe Pumps</p> <p>The purchaser will evaluate and compare the bids for lot wise on the basis of evaluation criteria as specified in section-III. Details of lots, their quantity and other information shall be specified in the schedule of requirements (section-VI)</p>
<b>ITB 2.1</b>	The Borrower is: India acting by its President
<b>ITB 2.1</b>	The name of the Project is: Rajasthan Health Systems Development Project
<b>ITB 4.3</b>	A list of firms debarred from participating in World Bank projects is available at <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>
	<b>B. Contents of Bidding Documents</b>

<b>ITB 7.1</b>	For <b><u>Clarification of bid purposes</u></b> only, the Purchaser's address is: Attention: Project Director Address: RHSDP Block, Swasthya Bhawan, Tilak Marg, C-Scheme City: Jaipur ZIP Code: 302015 Country: India Telephone: +91-0141-511070/5110739 Facsimile number: +91-0141-2228778 Electronic mail address: rhsdp_raj@yahoo.co.in
	<b>C. Preparation of Bids</b>
<b>ITB 10.1</b>	The language of the bid is: English
<b>ITB 11.1 (h)</b>	The Bidder shall submit the following additional documents in its bid: <ul style="list-style-type: none"> <li>(a) THE LEGAL STATUS, PLACE OF REGISTRATION, AND PRINCIPAL PLACE OF BUSINESS OF THE COMPANY OR FIRM (BIDDER AND /OR MANUFACTURER).;</li> <li>(b) CERTIFICATE/ASSURANCE FROM THE BIDDER AND/OR MANUFACTURER FOR OWNING THE RESPONSIBILITY FOR FAULT-FREE OPERATIONS AND MAINTENANCE DURING THE WARRANTY PERIOD OF EQUIPMENTS;</li> <li>(c) AN ITEM –BY-ITEM COMMENTARY ON THE PURCHASER'S TECHNICAL SPECIFICATIONS DEMONSTRATING SUBSTANTIAL RESPONSIVENESS OF THE GOODS AND SERVICES;</li> <li>(d) STATEMENT OF DEVIATIONS AND/OR EXCEPTIONS TO THE PROVISIONS OF TECHNICAL SPECIFICATIONS IF ANY;</li> </ul>
<b>ITB 13.1</b>	Alternative Bids shall not be considered.
<b>ITB 14.5</b>	The Incoterms edition is: Incoterms 2000
<b>ITB 14.6 (b) (i) and (c) (iii)</b>	CIP Destinations in Rajasthan ( Destinations in Rajasthan shall be as per the schedule of requirements , Section-VI, Annexure-A)
<b>ITB 14.6 (a) (iii);(b)(ii) and (c)(v)</b>	“Final destination (Project Site)”: Please refer to the Schedule of requirements(Section-VI, Annexure-A))
<b>ITB 14.6 (b) (iii)</b>	In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside the Purchaser's Country shall be quoted: as

	FOB port of shipment.
<b>ITB 14.7</b>	The prices quoted by the Bidder shall not be adjustable.
<b>ITB 15.1</b>	The Bidder is required to quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in that currency.
<b>ITB 18.3</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 7 Years
<b>ITB 19.1 (a)</b>	Manufacturer's authorization is: Required as per Performa in Section IV.
<b>ITB 19.1 (b)</b>	After sales service is: Required
<b>ITB 20.1</b>	The bid validity period shall be 90 days after the date for bid submission.
<b>ITB 21.1</b>	Bid shall include a Bid Security (issued by bank or surety) included in Section IV Bidding Forms;
<b>ITB 21.2</b>	The amount of the Bid Security shall be: as specified against each line item in the Schedule of Requirements (Section VI)
<b>ITB 21.7</b>	Not applicable
<b>ITB 22.1</b>	In addition to the original of the bid, the number of copies is: One
	<b>D. Submission and Opening of Bids</b>
<b>ITB 23.1</b>	Bidders shall not have the option of submitting their bids electronically.
<b>ITB 23.1 (b)</b>	Not applicable
<b>ITB 23.2 (c)</b>	The inner and outer envelopes shall bear the following additional identification marks:  IFB Number and lot no: Name and Quantity of Equipment Name and Address of the Purchaser Name and Address of the Bidder Deadline for submission of Bids: Date: February 9,2010 Time: 2:00 pm Original / Copy Bid "Do Not Open Before February 9, 2010 2.30 PM"
<b>ITB 24.1</b>	For bid submission purposes, the Purchaser's address is:



	<p>Attention: Project Director  Address: RHSDP Block , Swasthya bhawan, Tilak Marg, C-Scheme,  City: Jaipur  ZIP Code: 302015  Country: India</p> <p>The deadline for the submission of bids is:  Date: February 9, 2010  Time: 02.00 p.m. ( 14.00 Hours IST )  Add at the end of ITB Clause 24.1 the following:</p> <p>“In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.”</p>
<b>ITB 27.1</b>	<p>The bid opening shall take place at:  Street Address: RHSDP Block , Swasthya bhawan, Tilak Marg, C-Scheme,  City: Jaipur  Country: India  Date: February 9, 2010  Time: 02.30 p.m [ 1430 Hours IST ]  Add at the end of ITB Clause 27.1 the following:</p> <p>“In the event of the specified dater of the bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.”</p>
<b>ITB 27.1</b>	Not applicable
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 34.1</b>	<p>Currency chosen for the purpose of converting to a common currency is Indian Rupees. Source of exchange rates is BC selling market exchange rates established by the State Bank of India.</p> <p>Date of exchange rate is date of bid opening.</p>
<b>ITB 35.1</b>	<p>Domestic preference shall be a bid evaluation factor.</p> <p>The methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.</p>

<p><b>ITB 36.3(a)</b></p>	<p>Evaluation will be done for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</p>
<p><b>ITB 36.3(d)</b></p>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) Deviation in Delivery schedule: No</p> <p>(b) Deviation in payment schedule: No</p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: No</p> <p>(d) the availability in the Purchaser’s Country of spare parts and after-sales services for the equipment offered in the bid: Yes</p> <p><i>Bidder has to have after sales facility or submit a plan for provision of the facilities; otherwise, the bidder will be treated as non-responsive. If a bidder quotes the cost of establishing the minimum service facilities and parts inventories separately then this would be added to the bid price for evaluation purposes only.</i></p> <p>(e) the projected operating and maintenance costs during the life of the equipment: No</p> <p>(f) the performance and productivity of the equipment offered; No</p>
<p><b>ITB 36.6</b></p>	<p>Bidders shall be allowed to quote separate prices for one or more lots. <i>[refer to Section III Evaluation and Qualification Criteria, for the evaluation methodology, if appropriate]</i></p>
<p><b>F. Award of Contract</b></p>	
<p><b>ITB 41.1</b></p>	<p>The maximum percentage by which quantities may be increased is: 15%</p> <p>The maximum percentage by which quantities may be decreased is: 15%</p>



## **Section III. Evaluation and Qualification Criteria**

### **Contents**

1. Domestic Preference (ITB 35.1)
2. Evaluation Criteria (ITB 36.3 (d))
3. Multiple Contracts (ITB 36.6)
4. Postqualification Requirements (ITB 38.2)

## 1. Domestic Preference (ITB 35.1)

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Purchaser's Country, for which (i) labor, raw materials, and components from within the Purchaser's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
- (b) **Group B:** All other bids offering Goods manufactured in the Purchaser's Country.
- (c) **Group C:** Bids offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the lowest, it shall be selected for the award.

If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, the lowest evaluated bid from Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of goods offered in the bid for Group C, for the purpose of further comparison only an amount equal to fifteen (15) percent of the CIP (named place of destination) bid price. The lowest-evaluated bid determined from this last comparison shall be selected for the award."

## 2. Evaluation Criteria (ITB 36.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub-Clause 36.3(d) and in BDS referring to ITB 36.3(d), using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non responsive. Any bid offering deliveries beyond the stipulated deliveries will be rejected as being non responsive.*

- (b) Deviation in payment schedule. No

- (d) Cost of major replacement components, mandatory spare parts, and service.

No.

- (e) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid: Yes

*Bidder has to have after sales facility or submit a plan for provision of the facilities; otherwise, the bidder will be treated as non-responsive. If a bidder quotes the cost of establishing the minimum service facilities and parts inventories separately then this would be added to the bid price for evaluation purposes only.*

- (e) Projected operating and maintenance costs. No

- (f) Performance and productivity of the equipment. No

- (g) Specific additional criteria : Evaluation of bids will be done item-wise.

### **3. Multiple Contracts (ITB 36.6)**

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 38.2 Post-Qualification Requirements)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.8

- I. (b) take into account:

(i) the lowest-evaluated bid for each lot and

(ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid"

#### 4. Postqualification Requirements (ITB 38.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Purchaser shall carry out the postqualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

- (i) Financial statements of last three years (2006-07,2007-08,2008-09) demonstrating the financial capacity of the bidder sufficient to complete the contract satisfactorily. These financial statements must include balance sheets, profit and loss accounts, assets and liabilities, investments and availability of financial resources to manage the contract. The bidder shall also provide a financial analysis performed by an independent evaluator to substantiate its capacity.
- (ii) The minimum annual turnover of the bidder for line item must be equivalent or more than the specified amount underneath in any one of the last three financial years;

Line Item No.	Line-Item Description	Qty in No's	Minimum Annual Turnover (INR)
1	Ventilators	119	INR238000000.00
2	Central Medical Gas System (O2, Suction)	35	INR 140000000.00
3	Cardiac Monitors (Bed side)	240	INR 128500000.00
	Central Monitoring System (for ICU)	17	
4	Bi-Phasic Defibrillators	122	INR 60000000.00
5	Fowler Bed	682	INR 34100000.00
6	Syringe Pumps	418	INR 33440000.00

- (c) In case of a bidder is an agent of a manufacturer offering to supply goods (equipments) that the agent does not manufacture or otherwise produce the

financial capacity of the agent should be at least 1/3 of the annual turnover of each line item that of the manufacturer, provided the manufacturer of the items quoted meets the above Annual Turnover requirement as mentioned in the above table. The agent must submit the documentary evidence to support his and respective manufacturer's annual turnover.

(b) Experience and Technical Capacity

(i) The bidder shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the goods from last two years from the date of bid opening..

(ii) The bidder shall provide documentary evidences in support of its manufacturing capacity, production capacity, quality control arrangements and measures, testing and inspecting mechanisms, stock of raw materials held, present contracts in hands, availability of spare parts and other accessories ,service and post-sales network, details of existing plants and machineries, man power resources and all other relevant information.

(iii) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

The bidder shall furnish a third party test and inspection report confirming the technical specifications of items.

The bidder shall furnish documentary evidence testifying that all the spare parts and other accessories confirm to their actual requirements and are of standard quality.

The bidder shall furnish documentary evidences in support of its qualitative manufacturing processes and products confirming an acceptable international standard like ISO, CE, BIS, USFDA etc.

(iv) The Bidder must furnish details of supplies made by him in the last three years (2006 to 2009) in Performa attached in Section VI.

(v) The bidder must have manufactured and supplied goods (equipments) of the type specified in the Schedule of Requirement to the extent of the quantity indicated under "Section – VI, Schedule of Requirements" in any one of the last three calendar years.

S.N.	Item Description	Minimum Number of Equipments Manufactured and Supplied
1	Ventilators	96



2	Central medical gas System (O2 & Suction)	30
3	Cardiac Monitors & Central Monitoring System (for ICU)	206
4	Bi -Phasic Defibrillator	100
5	Fowler Bed	546
6	Syringe Pumps	335

- (vi) There should not be any adverse report regarding supplies for at least two years on the date of bid opening. The documentary evidences provided by the bidder in support of its past performance may include the supply orders and client's satisfactory supply and installation reports or certificates.
- (vii) In case of a bidder offering to supply goods (equipments) that the bidder did not manufacture or otherwise i.e. bids of bidders quoting as authorized representative of a manufacturer, provided the manufacturer meets with the above requirements in full, shall produce following documentary evidences;
- (a) the manufacturer shall furnish a legally enforceable authorization in the prescribed form assuring full guarantee & warranty obligations as per GCC & SCC;and
- (b) The bidder as a authorized representative must have supplied offered goods (equipments) equivalent or more in any one of the three years ( 2006 to 2009) which must be satisfactory operation for at least 2 (two) years on date of bid opening as under;

Line Item No.	Line-Item Description	Minimum Number of Equipments Supplied
1	Ventilators	36

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2	Central medical gas System (O2 & Suction)	11
3	Cardiac Monitors & Central Monitoring System (for ICU)	78
4	Bi -Phasic Defibrillator	40
5	Fowler Bed	205
6	Syringe Pumps	126



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## Section IV. Bidding Forms

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## Bidder Information Form

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

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.  <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

A. \_\_\_\_\_

## Joint Venture Partner Information Form

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

Date: *[insert date (as day, month and year) of Bid Submission]*

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
<p>6. JV's Party Authorized Representative Information</p> <p>Name: <i>[insert name of JV's Party authorized representative]</i></p> <p>Address: <i>[insert address of JV's Party authorized representative]</i></p> <p>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i></p> <p>Email Address: <i>[insert email address of JV's Party authorized representative]</i></p>
<p>7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.</p> <p><input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.</p>

A. \_\_\_\_\_

## Bid Submission Form

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

Date: *[insert date (as day, month and year) of Bid Submission]*

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

Invitation for Bid No.: *[insert No of IFB]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_ *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services \_\_\_\_\_ *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: \_\_\_\_\_ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply. \_\_\_\_\_ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: \_\_\_\_\_ *[Specify in detail the method that shall be used to apply the discounts]*;

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries \_\_\_\_\_ *[insert the nationality of the Bidder,*

A. \_\_\_\_\_

*including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser’s country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: \_\_\_\_\_ *[insert signature of person whose name and capacity are shown]*  
 In the capacity of \_\_\_\_\_ *[insert legal capacity of person signing the Bid Submission Form]*

Name: \_\_\_\_\_ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

A. \_\_\_\_\_



## Price Schedule Forms

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

## Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C bids, goods to be imported)							Date: _____	
							ICB No: _____	
Currencies in accordance with ITB Sub-Clause 15							Alternative No: _____	
							Page N° _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
							Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

B. \_\_\_\_\_

## Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported

(Group C bids, Goods already imported)

Currencies in accordance with ITB Sub-Clause 15

Date: \_\_\_\_\_  
 ICB No: \_\_\_\_\_  
 Alternative No: \_\_\_\_\_  
 Page N° \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
Total Bid Price											

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

A. \_\_\_\_\_

III.

### Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____		(Group A and B bids)  Currencies in accordance with ITB Sub-Clause 15						Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.6(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
								Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

A. \_\_\_\_\_

## Price and Completion Schedule - Related Services

Currencies in accordance with ITB Sub-Clause 15						Date: _____
						ICB No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
<b>Total Bid Price</b>						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

A. \_\_\_\_\_

## Bid Security (Bank Guarantee)

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

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

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Purchaser]*

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("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 *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid 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.

B. \_\_\_\_\_

\_\_\_\_\_  
*[signature(s)]*

A. \_\_\_\_\_

## Bid Security (Bid Bond)

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in *[name of country of Purchaser]***, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]*<sup>6</sup> *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the construction of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of bid validity specified 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.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Purchaser at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_  
                   Corporate Seal (where appropriate)

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

<sup>6</sup> The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.



## Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

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

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

A. \_\_\_\_\_

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## Section V. 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 bidders, at the present time firms, goods and services from the following countries are excluded from this bidding: for information please visit the World Bank site [www.worldbank.org](http://www.worldbank.org)

A.

B.

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## **PART 2 – Supply Requirements**



IV.

## Section VI. Schedule of Requirements

<b>S.N.</b>	<b>Description</b>	<b>Page Number</b>
<b>1</b>	<b>Schedule of Requirements</b>	<b>60</b>
<b>2</b>	<b>List of Goods and Delivery Schedule</b>	<b>61</b>
<b>3</b>	<b>List of Related Services [ITB Clause 14.6(d)] and Completion Schedule</b>	<b>63</b>
<b>4</b>	<b>Technical Specifications</b>	<b>64</b>
<b>5</b>	<b>Inspections and Tests</b>	<b>87</b>
<b>6</b>	<b>Proforma for Performance Statement</b>	<b>88</b>

B.

**SCHEDULE OF REQUIREMENTS**

B.

<b>Line Item No.</b>	<b>Description</b>	<b>Qty in No's</b>	<b>Bid Security in Rupees</b>	<b>Delivery Schedule</b>
1	Ventilators	119	Rs.2380000.00	Within 120 days from date of signing of contract for local firms and from date of LC for foreign firms.
2	Central Medical gas System (O2, Suction)	35	Rs.1400000.00	
3	Cardiac Monitors (Bed side)	240	Rs.1285000.00	
	Central Monitoring System (for ICU)	17		
4	Bi Phasic Defibrillator	122	Rs.610000.00	
5	Fowler Bed	682	Rs.341000.00	
6	Syringe Pumps	418	Rs.334400.00	

**Terms of Delivery**

CIP –Destinations in Rajasthan to the consignees as specified in the attached list at Annexure -A  
(page 127)

A.

## (i) 1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Site) Destination as specified in BDS	Delivery (as per Incoterms) Date			
					Earliest Delivery Date <sup>1</sup>	Latest Delivery Date <sup>2</sup>	Bidder's offered Delivery date <sup>3</sup> [to be provided by the bidder]	Bid Security in the currency of the bid or in US\$ or Indian Rupees
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	INR
1	Ventilators	119	Nos	As per Annexure-A given in Schedule of Requirement	90 days from signing the contract	120 days from signing the contract		Rs.2380000.00
2	Central Medical gas System (O2, Suction)	35	Nos	As per Annexure-A given in Schedule of Requirement	90 days from signing the contract	120 days from signing the contract		Rs.1400000.00
3	Cardiac Monitors (Bed side)	240	Nos	As per Annexure-A given in Schedule of Requirement	90 days from signing the contract	120 days from signing the contract		Rs.1285000.00
	Central Monitoring System(for ICU)	17	Nos	As per Annexure-A given in Schedule of Requirement	90 days from signing the contract	120 days from signing the contract		

B. \_\_\_\_\_



4	Bi-Phasic Defibrillator	122	Nos	As per Annexure-A given in Schedule of Requirement	90 days from signing the contract	120 days from signing the contract		Rs.610000.00
5	Fowler Bed	682	Nos	As per Annexure-A given in Schedule of Requirement	90 days from signing the contract	120 days from signing the contract		Rs.341000.00
6	Syringe Pumps	418	Nos	As per Annexure-A given in Schedule of Requirement	90 days from signing the contract	120 days from signing the contract		Rs.334400.00

<sup>1</sup> The delivery shall be specified for a single shipment,.

<sup>2</sup> Ditto footnote 1.

<sup>3</sup> Ditto footnotes 1 and 2.

A. \_\_\_\_\_

## 2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>{insert Service No}</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>
1	Operational and preventive maintenance training for equipment(s) at the installation site(final Destination) to the user	One (Operating-manual)	All Nos.	Final Destination in Rajasthan as per schedule of Requirements-Section-VI	Within 30 days of supplying the goods(equipments) at each final Destination(s) in Rajasthan

A. \_\_\_\_\_

### **3. Technical Specifications**

## VENTILATOR

### Performance requirements

Microprocessor controlled systems based on volume cycled, pressure controlled and supported and individual selection of ventilation parameter. PRVC or equivalent, BIPAP. Controlled, assisted control, synchronized intermittent mandatory ventilation (SIMV), pressure support mode of ventilation and Non Invasive Ventilation.

Inverse inspiratory: expiratory (I: E) ratio, positive end expiratory pressure (PEEP), Continuous positive airway pressure (CPAP)

Controls for tidal volume, rate, fraction concentration of inspired oxygen (Fio<sub>2</sub>), PEEP/CPAP, inspiratory flow or I: E ratio pressure support, sensitivity and pressure limit.

Monitor and display inbuilt colored 10 inch or more, air way pressure (Including peak and mean pressure) respiratory rate, I:E ratio and expired minute volume. Trending and loops (pressured & volume), Static and Dynamic compliance.

Audible and visual alarm for peak inspiratory pressure (low and high), low CPAP/PEEP, minute volume (low or low/high) respiratory rate (low or high) gas supply loss and power failure.

The medical air source from same principal brand/ manufacturer is to be supplied. Warranty of medical air source should be minimum 30000 hrs of operation.

Screen display of patient parameters including pressure and flow and volume waveforms

Nebulization: Ultrasonic reusable and of international standard for administration of drugs- Inspiration synchronized

Should have leak flow & compliance compensation.

### Technical parameters:

Inspiratory rate: 5- 60 breaths/ minute

Tidal volume 50-1800 ml

Oxygen concentration 21- 100%

Trigger sensitivity: - Pressure sensitivity -10 to 0.1 cm H<sub>2</sub>O below PEEP, flow sensitivity; 1- 10 liter/min.

PEEP/ CPAP: 0-30 Cms H<sub>2</sub>O

Pressure support- 0- 30 cm H<sub>2</sub>O

Inspiratory time: 0.1-5 sec or I:E Ratio : 1:8- 4:1

Inspiratory hold: should be present

Inspiratory pressure: 5- 80 cms H<sub>2</sub>O

Flow sensors, should be reusable, sterilizable (autoclavable) & long life.

There should be at least two reusable flow sensors and description of flow sensors should be given.

Oxygen cell should have life for 36 months (3 years) or firm should replace if it expires before 3 years.

### Main unit should have:

A. \_\_\_\_\_

Humidifier should be temperature compensated with heater wire Digital breathing temperature monitoring in humidifier or ventilator. The humidifier should be servo controlled.

Patient breathing system silicon, autoclaveable for adult and pediatric (2 nos. )

Bacteria filters 50 nos.

Siliconized autoclavable face masks for adult & pediatric application (2 no. ).

Built in battery, or online UPS allowing operation for at least 2 hours for ventilator with medical air source.

All standard accessories like hinge arm, non corrosive movable trolley with front brakes etc. (from the same country of origin as of Ventilator) should be provided.

The complete unit should have CE marked and USFDA approved.

Should submit relevant certificate of IEC safety standard.

## Technical Specifications of Central Medical Gas Pipeline System

Annexure -  
I

### Bill of Quantity For Medical Gases Pipeline System

S.No	Description	Unit	Qty.	Rate	Amount
				(In Rupees)	
<b>A</b>	<b>Oxygen System</b>				
1	4+4 size manifold extendable type complete with middle frame with chain for individual cylinder (bulk cylinder D-type) along with Non-Return Valves for every cylinder and copper tail pipes as per Technical Specifications enclosed.	Set	1		
2	Fully Automatic Gas Control Panel for Oxygen as per Technical Specifications enclosed	Set	1		
3	Single Cylinder Emergency Oxygen Manifold with two state High flow rate regulator with NRV for every cylinder and copper tail pipes as per Technical Specifications enclosed	Set	1		
4	Terminal Units (Gas Outlets) with probes/Adaptors as per NFPA, CSA UL Listed as per Technical Specification enclosed	Nos	10		
5	Oxygen Flowmeter with Humidifier Bottle as per Technical Specifications enclosed	Nos	10		
<b>B</b>	<b>Vacuum System</b>				

A. \_\_\_\_\_

1	Vacuum System with Pumps as per enclosed technical specifications	Set	1		
2	Terminal Units (Gas Outlets) with probes/Adaptors as per NFPA, CSA UL Listed as per Technical Specification enclosed	Nos	10		
3	Ward Vacuum Unit with Regulator(Imported) , Collection Jar of 600 ml with bracket as per Technical Specification enclosed	Nos.	10		
C	Copper Piping as per Technical Specification enclosed ( BS EN 13348 : 2001 standard).				
	28mm OD X 1 mm thk	Mtrs	1		
	22mm OD X 1 mm thk	Mtrs	1		
	15mm OD X 1 mm thk	Mtrs	1		
	12mm OD X 1 mm thk	Mtrs	1		
D	Valve Box as per Technical Specificaitons enclosed				
	3 Gas Services	Nos	1		
E	Medical Gas Area Alarm as per Technical Specifications enclosed.				
	3 Gas Services	Nos.	1		
F	Horizontal Bed Head Panel (Al Extruded) 5 ft. Long Provision for Gas Outlet, Electrical Switch & Socket, Nurse Call, etc as per Technical Specifications enclosed	Nos	1		

**TECHNICAL SPECIFICATIONS FOR Central MEDICAL GAS Pipeline SYSTEM*****PIPING***

Copper Pipes used will be solid drawn, seamless, deoxidized, non arsenical, half hard, tempered and degreased, manufactured as per EN : 13348 : 2001 standard, and chemical composition as per CU DHP to 1190-1 and CW 024 A to EN 1412

**Pipe sizes will be used as per latest BS EN 13348 standards**

28mm OD X 1.0mm thk  
22mm OD X 1.0 mm thk  
15mm OD X 1.0 mm thk  
12mm OD X 1.0 mm thk

Pipeline Installation: Before erection, all copper pipes, valves, fittings like bends, tees, reducers etc. will be cleaned for dirt, and Will be degreased.

Proper pipe cutters, and bending machine will be used during installation of copper pipes.

All copper pipes and fittings like bends, Tees, reducers and straight couplings Will be as per BS 864 and joined by silver brazing method for copper to copper. Inert gas welding technique Will be used by passing Nitrogen gas inside the copper pipes during silver brazing, in order to avoid carbon deposition inside the copper pipes. Copper pipes of the diameter up to 42mm OD Will be installed on the wall with the help of plastic saddles at the required span, as per HTM-2022 of U.K. and metallic white powder coated clamps Will be used for pipe sizes above 54mm OD. Wherever the pipes cross brick walls, it will be covered with plastic pipes. All pipes will be installed without springing or forcing. All pipes will be protected against mechanical injury in a manner satisfactory to authorities having jurisdiction.

**TEST:** After erection, all the pipes will be cleaned or purged with the help of dry nitrogen gas, & Will be tested with dry nitrogen at a pressure of 10 Bar for 48 hours.

**PAINTING:** All installed pipes will be painted with two coats of synthetic enamel paint & colour codification as per IS-2379 of 1963.

**DEGREASING**

All pipes, fittings and valves will be degreased steam cleaned internally, dried, shot blasted and blown through with medical quality air and individually capped at both ends after passing a visual internal inspection.

**PIPE STORAGE**



All pipes will be sealed at both ends, marked “medical gas pipes” and stored in a secure store at site to prevent exchange or misuse.

### **JOINTING (BRAZING)**

For copper joints, brazing materials to be used will be Silver-Copper-Phosphorous alloy, which will be used without flux. For copper to brass joints 43% silver brazing with flux will be used. Brass brazing is not permitted. Brazing metal will not be borax or borax based compounds. Fluxed will be free from grease and agents, which promote corrosions. During jointing operation a running stream of Nitrogen or any other inert gases will be maintained through the pipe. Wherever required compression type screwed fittings or flanged joints will be used as per the site requirements with prior approval of the concerned engineer.

### **FITTINGS**

Shut off valves be non-ferrous non-lubricated 90 degree turn lever FULL BORE SS ball valve with PTFE washer with engraved ON OFF position. Valves used must give clear indication of the direction of closing. All valves would be pneumatically tested for twice the working will pressure and degreased for medical gas service before supply. AH valves will conform to ISO standard.

### *INSTALLATION*

Medical gas pipes be installed in utmost cleanliness and in a manner to prevent any mechanical & chemical damage exposure to excessive heat, splashing, dripping or permanent contact whit oils, greases etc. and proximity to electrical installations subject to sparks etc. only pipes, fittings and valves, which will be degreased and brought in polythene sealed bags, will be used on site. Pipe fixing brackets will be non-ferrous or non-deterioration plastic suitable for the diameter of the pipe. All screws used will be chromium-plated brass.

Wherever pipes are run in service ducts or voids we will ensure adequate ventilation for each area and prevention of concentration of gases in event of any leakage.

All pipes running vertically and horizontally will be adequately supported with plastic saddles fastened to wall in an approved manner. Where it is absolutely essential for pipes to cross electric cable or conduit they will be supported on both sides of the crossing and prevented from touching the cables or conduit. The recommended spacing for supports is;

Pipes Dai (MM)	Maximum intervals (M)	
	Vertical	Horizontal
12	1.2	1.0
15	1.8	1.2
22/28	2.4	1.8
35/42	3.0	2.4
54	3.0	2.7
76	3.6	3.0

Additional saddles and supports will be provided near bends, valves and other locations as warranted by site conditions.

All pipes, fittings and valves will be thoroughly cleaned of oil, grease and other readily oxidisable materials by washing with hot solution of sodium carbonate or trisodium phosphate (1 kg in 25 liters of water) and thoroughly rinsed in clear hot water. Use of ORGANIC SOLVENTS like carbon tetrachloride is STRICTLY PROHIBITED. After cleaning, pipes and fitting will be plugged temporarily and sealed in polythene bags. Tools used in cutting or reaming will be free from oil or grease and whenever any contamination has occurred, the affected items will be rewashed and rinsed.

Pipes will be laid in the routes marked or approved. No pipe lying will be carried out without approved route and valve locations. A parallel clearance of 150 mm and transverse clearance of 25 mm will be maintained from other service bins. Obstructions like columns, wall protrusions will be negotiated by the use of long cold/hot bends rather than elbows. Pipes passing through walls and floors will be taken through PVC pipe sleeves one diameter higher and neatly capped on both sides. AH floor crossings, the sleeving will extend up to 1500 mm above floor and duly supported on the wall.

Where pipes are coming in contact with timer treated with fire resistant or flame retardant compound, the contact will be avoided by die use of impermeable non-metallic materials in the area where contact may occur. PVC spacers or PVC tapes will be used for this purpose. If spacers are used they will not be liable to drop out due to shrinkage or subsequent movement of the pipe or timer.

A full way drain cock will be provided at the bottom of each main vertical run on the compressed air and vacuum system. Such drain valves will be of the same quality, as the other valves on the distribution system and will be sited carefully, so that no damage is likely to occur to them. Drain cocks will rarely be used only for cleaning up of compressed air and vacuum line and normally be locked in the closed position.

All pipes after lying will be painted in colors with proper hands in fixed distance (whether exposed or over false ceiling approved by the hospital authority).

#### OXYGEN SYSTEM

### **CENTRAL OXYGEN MANIFOLD SUPPLY FACILITY**

The central oxygen manifold supply facility will comprise of 4+4 cylinder banks which can accommodate the number of cylinders as shown in the bill of Quantities in each bank complete with copper tail pipe with bull nose fittings of R.H. external threading suitable for cylinder valves conforming to IS: 3224 (Oxygen service ) and cylinder support system.

The tail pipes will be fitted to individual non-return valves of the cylinder manifold for easy removal of cylinders without disturbance to system operation.

Threaded connections for each manifold block with non-return valve will be distantly separate for Oxygen and Nitrous Oxide so as to eliminate possibility of inadvertent interchange.

Each manifold will be provided with a terminal header and a MPT connection for automatic gas change over system (Automatic gas Control Panel).

The entire manifold will be tested hydraulically at 225 Kg/ cm<sup>2</sup> pressure duly degreased for Oxygen service and brought to site in sealed cover.

The cylinder will be supported with steel work against wall as per approval and chaining will be so made that the cylinders will be easy to install and remove.

### **AUTOMATIC OXYGEN GAS CHANGE OVER SYSTEM (AUTOMATIC CONTROL PANEL)**

Automatic control panel should be constructed in accordance with the requirement of international standard .

The Control Panel should be **UL (Underwriters Laboratories) Listed** , should comply with **NFPA-99 (National Fire Protection Act -99),USA and CSA** approved

The manifold assembly should provide two stages of pressure regulation. A single stage primary regulator, one for each cylinder bank should be used to initially reduce cylinder pressure and two single stage pressure regulators should be provided in the control cabinet for final delivery pressure regulation. One delivery pressure regulator in service and one should be ready for service in a Stand –By mode.

The panel should automatically change over from the depleted “Primary” supply bank to the “Secondary “ supply bank without fluctuation in the pressure. Changeover should be performed by electrically/pneumatically operated valves contained in the control cabinet. In the event of an electrical power failure the valves should automatically open to provide an uninterrupted gas flow. The manifold should not require any manual resetting or adjustments after the replacements of the depleted cylinders.

The automatic gas manifold control should include:

- 2 supply pressure gauges
- 1 delivery pressure gauge
- 2 Line pressure regulators with bypass valve
- 1 line pressure relief valve
- 2 green in service LED indicators, one for each supply bank
- 2 amber / yellow ready for service LED indicators, one for each supply valve.
- 2 red replace depleted cylinders LED indicators, one for each supply bank
- Instruction for changing the cylinders clearly identified on the front of the control cabinet.

- All functional components should be enclosed in fiber glass reinforced polyester weather protected cabinet. Suitable for (0 deg. – 140 deg. F)
- Rated capacity (Deliver) should not be less than 1100 litres per min. at 60 psig.

The manifold system should be provided with a separate power supply to convert 230 volts A.C to 24 volts A.C. The power supply should contain a 230/24 VAC transformer and a circuit board to isolate the manifold from remote alarm signals. Should have digital display of pressures.

The control panel should be as per codes and Standards as NFPA-99, CSA, NEC, Underwriters laboratory (UL Listed) , INC Section 407, ANSI-B-57-1.

### **SINGLE CYLINDER EMERGENCY OXYGEN SYSTEM**

Consist of high-pressure flow regulator showing inlet pressure. It will have provision of connecting 1 cylinder.

### **AREA ALARM PANELS**

The medical gas alarms should comply with NFPA -99 standard and FCC part 15, and be UL listed. It should be capable of monitoring a maximum of 6 medical gas services by means of pressure sensors which detect deviations from the normal operating limits of either pressure or medical vacuum. The area alarm will have a digital display of pressures . The medical gas area alarm Will fully satisfy the international standard. Each gas service will be displayed by coloured LED's to show 'Normal' (green), 'Low' and 'High Pressure' (red) conditions. Medical vacuum systems Will be displayed in the 'Normal' (green) and 'Low Vacuum' (red) conditions only. Failure indicators Will be displayed by flashing lights and normal indications Will be steady. The box material should be 16 gauge steel

An audible warning will sound simultaneously with any failure indication and a mute Facility will be provided. Following a mute selection the audible Will resound after approximately 15 minutes, or will operate simultaneously will a further alarm condition occur. A maintenance 'Mute' switch Will be provided internally to the panel for use during maintenance which results in prolonged pipeline or plant shutdown. This facility will automatically reset when the gas service returns to normal.

The alarm panel will have a 'test' facility to prove the integrity of the internal circuits, LED's and audible warning. The alarm panel Will incorporate a volt free normally closed relay to allow for interconnection to either a medical gas central alarm system or an event recording circuit of a building management system.

The alarm will be microprocessor based with individual microprocessor on each module. Will provide interface to Gas Delivery Management System.

### **MEDICAL GAS OUTLETS POINT**

The outlets should be UL Listed, NFPA compliance, cleaned for medical gas service and be pressure tested. Each outlet should have less than 3 psi ( 21KPa) pressure drop through the outlet @ 120 l/min and 50 psig (345KPa) inlet pressure. For outlets providing positive pressure gas, the outlet should be equipped with a primary and secondary check valve should be rated for 200 psi ( 1,379 KPa) allowing the primary check valve to be removed for services without isolating the entire zone.

The wall outlets should have a gas specific back body with steel mounting plate, which allows outlets to be ganged together with a center line spacing of 5" (127mm). Each back body should be equipped with a 6-1/2" (165mm) length type "K" copper pipe stub which is brazed to the outlet body. The outside diameter of the copper pipe stub should be 1/2" ( 12.7mm). The inlet pipe can be swiveled 360 degrees for ease of installation.

Outlet bodies should be gas specific by means of a gas assembly only with the specific matching gas back body, preventing interchangeability of gas services.

The latch-valve assembly, which by means of color coding and wording, should identify the specific medical gas service provided by the outlet and should accept only Ohmeda Diamond type gas specific adapters.

For aesthetic appeal each outlet should include a one piece ivory trim plate. The trim plate should be constructed of high impact, flame retardant Cyclopedia.

The wall outlet can accommodate various finished wall thickness from 3/8" ( 10mm) to 1-1/4" ( 32mm).

#### **FEATURES:**

Accepts P.B Type Gas Specific Adapters.

Pin indexed to prevent interchangeability of gas services.

Each outlet is cleaned for medical gas service and pressure tested.

Less than 3 psi ( 21KPa) pressure drop through the outlet @ 120 l/min and 50 psig ( 345KPa) inlet pressure.

Inlet pipe can be swiveled 360 degrees for ease of installation.

Gas specific back bodies can accept either Quick connect or DISS front identification bodies.

Outlet can be adjusted up to 1 1/4" ( 32mm) wall thickness.

**VALVE BOXES (Indigenous)**

It will be ISO certified.

All valves installed in the system except in the manifold and plant room will be located in accessible position in suitable valve boxes with lockable arrangement and breakable glass cover.

Doors and windows will be gas specific to prevent confusion during installations.

Fitted with gas specific NIST connectors including check valve, blank cap and pressure and vacuum gauges.

NIST connections and pressure/vacuum gauges will be fitted downstream.

**FLOWMETER & H.BOTTLE**

Strong and reliable flow meter, offering the latest technical improvements for a precise measuring of the flow, with +/- 5% accuracy. Chrome plated brass body. Graduated flow tube and cover made of polycarbonate & unbreakable. Adjustable flow by needle valve (knob) with micrometrical regulation. Back pressure compensated. Standard flow 0-15 LPM. Inlet filter made of S.S. wire net. Humidifier bottle made of polycarbonate, transparent and unbreakable. Fully autoclavable at 134° C.

**WARD VACUUM UNIT (IMPORTED)**

The Ward Vacuum Unit should be only Digital and color coded display type regulator having large, easy to read gauge providing unmatched gauge accuracy  $\pm 1\%$  of full scale color coded range and should have no analogue mechanism. The unit should have 3-Mode High feature and equipped with push to set technology which should automatically establish vacuum limit with each vacuum level setting. A unique dual spring regulator module ensure precision in the critical care range (0-200 mmhg) while also providing unusually fast adjustment with in 2 turns of the knob up to full wall vacuum instantly facilitating regulated and continuous suction for tracheal and pharyngeal airway management, surgical procedure and continuous nasogastric drainage. The ward vacuum unit should be equipped with max mode features which should facilitate unrestricted full time vacuum for emergency providing range of 0-760mm hg). The unit should be equipped with Positive Pressure Relief Valve to protect patient and unit both in case if accidentally connected to pressurized gas (O<sub>2</sub>, Air etc.)

The unit should be made of rugged, shatter-resistant ABS case and corrosion & lubrication free having service free back plate

The Unit should have following :

- High Three Mode Continuous

Modes I(On), O(Off), MAX  
 Gauge : High Vacuum (0-760mm Hg)  
 Regulated Vacuum 0-Full Vac  
 Instantaneous Full Wall Vacuum Mode  
 Recommended for OR/ER use

The Ward Vacuum Unit should conform to ISO 19979-3 and ASTM F 960.

**Collection Jar**  
**Indigenous**

The vacuum unit should include vacuum regulator along with 0 - 760mm of Hg vacuum gauge of 2 " size dial, 600 ml capacity reusable plastic collection bottle with overflow safety trap with plastic slide wall mounted type.

THEATRE SUCTION TROLLEY

The Basic theatre trolley consists of a stand base mounted on five castor wheels made of plastic molded and pole incorporating two nos 2000 ml , jar ( made of transparent & unbreakable polycarbonate) is of aluminum duly anodized an rust proof. 2 nos jar fitted in trolley are autoclavable at 134° C. Vacuum regulator fitted with TST, is made of aluminum duly anodized and cap is made of ABS. Regulator body which houses an ON/OFF knob, regulation knob, vacuum gauge graduated in mbar.

VACCUM SYSTEM

*Consists of three parts:*

1. Vacuum pumps with Motor and Automatics Switch gear Assembly.
2. Suction Vessel
3. Inter Connecting Piping

The vacuum is created & stored in the suction vessel which is connected to piping net work. All the time vacuum in the tank is maintained around 450 to 600 mm of HG. The electrical switch gear assembly is incorporated in the system in order to maintain the vacuum in the suction vessel between high & low limits.

Now depending on the requirement in the hospital when the vacuum comes down to lower limit the vacuum pump takes start automatically and when the higher limit is attained in the suction vessel the motor of the suction pumps trims/gets off automatically.

**Make IR Model no V 235**

- 2 Nos. Of vacuum pumps, air cooled type, model V235 x 1.5 HP (Ingersoll rand make) each having
- Piston displacement -21.60 cm (611lpm) free air delivery to suction – 70% of P. D. approx. max working pressure – 29” of Hg or 730mm of Hg. Single stage two cylinder, fitted with MS channel frame complete with V-belt drive, belt guard etc along with the following:-

- 1.5 HP (2 nos.), 440 volts, 3 Ph, 50Hz, with TEFC electric motor- Siemens / Crompton
- 1” BSP stainless steel ball valve with PTEE seat with suitable brass adapters and non return valve with non ferrous filter element in housing (size 8.6” x 12” long)
- Silencer at discharge end projecting (Open to atmosphere) outside the plant room
- Copper Pipe interconnection up to receivers ( 500 liters of water capacity)

### **HORIZONTAL BED HEAD PANEL – UP TO 1. 8 METER LONG (Imported)**

It will be ISO standard & CE certified

Providing and fixing bed-head panel (Length – upto 1.8m) will be made of aluminum extruded section duly powder coated modular design of required length having 3mm thickness provision for fixing of gas outlet points, electrical sockets and switches after cutting of the aluminum sheet (having 3mm thickness) to be fixed in the extruded section as per the requirement of the Deptt. and to the entire satisfaction of the Engineer-in-charge. The Bed-head panel will be easy to detach for maintenance and pipeline connection. The panel will have smooth surface and screws will not visible.

All units will contain integral, separate compartment for low voltage cabling, extra low voltage cabling and Medical Gas Pipeline work.

Bed Head Panel will include following accessories:

1. I.V. Hook with Aluminum Clamp (Aluminum Clamp will be made of Extruded section)
2. Monitor Tray with Rotational movement & Aluminum Clamp (Aluminum Clamp will be made of Extruded section)
3. Good quality Examination Lamp with Telescopic movement facility & Aluminum clamp (Aluminum Clamp will be made of Extruded section)
4. S.S. Basket
5. Suction Unit Clamp (Aluminum Clamp will be made of Extruded section)
6. Electrical 4Nos ON/ OFF Switch & 4Nos. Socket make Anchor Roma/ North-West.

### **HIGH PRESSURE & LOW PRESSURE TUBE**

High pressure tube will be color coded antistatic as International Standard. The low pressure tube will be antistatic transparent tube.



### Technical Specification of Bed Side Monitor

- 1- Should have the facility of monitoring ECG, RR, SPO<sub>2</sub>, NIBP, 2Temp , Dual independent IBP for Adult & Paediatric applications.
- 2- Should have minimum 6 channels with integrated multi colour TFT/LCD touch screen display of size 10" or more
- 3- Should have Arrhythmia detection with alarm facility.
- 4- Must use Nellcor or Masimo or equivalent pulse oximetry module with facility for display of Plethysmograph, Pulse strength & SpO<sub>2</sub> values
- 5- Should have non – volatile Graphical & Tabular trend facility for at least 24 hrs
- 6- Should operate independently on both mains and battery
- 7- Battery backup for minimum 90 minutes should be provided as standard.
- 8- Should have excellent cable management with as minimum as possible cables at monitor & patient end for maximum comfort to patient as well as user.
- 9- Should have alarm limits with alarm levels and alarm indication(visual as well as audio)
- 10- Should be able to monitor single or two leads of ECG waveform simultaneously.
- 11- Should display 12 leads of ECG when required.
- 12- Monitor should have EtCO<sub>2</sub> as standard .
- 13- Monitor should be supplied with thermal recorder.
- 14- Monitor should be compatible with Central Nurses station meant for connecting / monitoring simultaneously 12 or 16 monitors
- 15- Unit should be supplied with following accessories:
  - a. 5 or 6 lead ECG cable with disposable electrodes – 100 nos of disposable electrodes
  - b. Non-invasive continuous BP measurement kit (2 nos.) with different cuff sizes.
  - c. Skin Temp. Probe -1 no.
  - d. Temp. probe rectal or oesophageal- 1no.
  - e. SPO<sub>2</sub> Finger PROBE (reusable) with extension cable – Adult & Paediatric each.
  - f. NIBP Hose – 2 no
  - g. IBP reusable accessories for 2 IBP.
- 16- Monitor should have built in Electro Cautery & Defibrillator protection
- 17- Should work on 220 V AC $\pm$ 10%, 50 Hz
- 18- Must be CE MARKED and US FDA approved
- 19- Should submit relevant evidence of compliance to IEC 60601 series Safety standards.

### **Technical Specification of Central Monitoring System**

System should have:

- Windows based operating system.
- Provision for connecting at least 10 Multi Parameter monitors simultaneously.
- Multi-bed mode for monitoring ECG of all beds (10) simultaneously along with bed number and patient name.
- Multi-parameter mode for monitoring complete information of any one bed out of 10 beds along with simultaneous display of ECG waveform of all beds (from the remaining beds) with bed number and patient name.
- Graphical and Tabular trend storage for at least 24 Hrs.
- Graded and Colour coded audio and visual alarms

Should be supplied with:

Necessary hardware, software & Cabling for connecting at least 10 Monitors

Branded PC, WINDOWS XP operating system with Intel Core 2 Duo Processor, 1.8GHz and CD/DVD RW. 1 GB RAM

17" TFT Monitor (SVGA, Resolution 1280x1024), Printer & UPS – 1 KVA. Or more for atleast 30 mins. backup

Laser printer shall provide 8 1/2 x 11" and A4 size chart-ready formats.

Should be upgradable for viewing the central station data on any PC or accessing the data via internet/intranet.

## ***Bi-Phasic Defibrillator***

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

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

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

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

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

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

The unit should have inbuilt printer/recorder.

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

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

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

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

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

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

The unit should be upgradeable to Pulse Oximetry, Pacer mode and EtCO<sub>2</sub> at site.

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

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

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

	<b>Fowler Bed</b>
--	-------------------

- 1) Overall approximate Size 2180 mm L X 910 mm W X 600 mm H .
- 2) Bed frame approximate size 2070 mm L X 910 mm W .
- 3) The main frame should be made from 6 cms X 3 cms x 16 G MS ERW Rectangular Tubes .
- 4) Four section top should be made from 18 SWG , CRCA Sheets uniformly perforated and should be suitably fitted to the main frame .
- 5) Back rest and Knee rest should be manoeuvred by 2 separate screw systems provided with thrust ball bearings. Additionally , the leg –rest section should be adjusted on three different inclination s on ratchet being supported on 10 mm dia stainless steel bar.
- 6) The bows should be made of 31.75 mm OD x 18 swg , ERW MS tubes with head bow of 106 cms H and leg bows of 82 cms H . Both the bows should have one tubular horizontal support of 25 mm dia x 18 swg , ERW MS tubes and three vertical supports of 15.8 cms dia x 18 swg ERW tubes .Bows should be fitted with four 100 mm dia swivelling castors wheels 2 of which should be provided with brakes.
- 7) The bows should be fitted with frame and bows shall be detachable.
- 8) Four IV Rod Locations.
- 9) **Telescopic I.V. Rod :** S.S. saline rod with 12mm dia S.S. rod shall telescope in SS socket tube approx.15.8 mm dia x 18G welded on angular base bracket of 14G SS sheet. Nylon bracket provided to prevent colour damage
- 10) Finish: **The requirements as specified in Clause 4 of General Requirements of Hospital Furniture.**
- 11) Tests: **The tests shall be performed as specified in Clause 5 of General Requirements of Hospital Furniture.**

Should supply with a mattress suitable for the bed made of 100 mm thick PU foam 40 density covered with good quality rexine.

*GENERAL TECHNICAL SPECIFICATIONS for Fowler Bed:*

## I. INTRODUCTION:

1. Bidders are requested to offer the furniture as per the specifications attached.
2. Where reference is made in the Technical Specifications to specific standards and code to be met by the goods and materials to be furnished or tested, the provision of the latest current editions or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the contract. Where such standards and codes are national or related to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.
3. (i) Tenderers are requested to provide, reference by giving item code and item name, with their tender offer, the following information for all the items of furniture offered.
  - C. \_\_\_\_\_ a
  - ) Name of the Manufacturer
  - b) Brand Name & Model Number**
  - c) Country of Origin**

(ii) Original Catalogue, Pamphlet, descriptive literature and technical specifications for each item must be forwarded with the offer.
4. All items should be of high quality, durable, and suitable for use in a Hospital. The technical specification of each item delivered shall be that currently in use at the time of delivery.
5. **Unique Identifiers:-**

For Fracture Table and attendant stool, the Supplier shall print a logo on each item of supply with the words “ RHSDP Supplies”, manufacturer’s name & after sales support telephone/mobile nos. In case of Chairs, the Supplier shall print a logo on each item of supply with the words “ RHSDP Supplies”. The Loge should be printed on embossed steal plate duly riveted to furniture. In case of mattresses, the marking will be made as per clause SCC 5.

## 6. Standard and Quality Assurance for Supply:-

- a) All products must conform to all the specifications including the General Specifications, contain herein with respect to the Indian Standard codes given.

D. \_\_\_\_\_

- b) The manufacturer should have ISO-9001 certification.

II. General requirements for Hospital Furniture

A. \_\_\_\_\_

E. \_\_\_\_\_  
 F. \_\_\_\_\_ 1

. \_\_\_\_\_ Material

G. \_\_\_\_\_

The materials used in the manufacture of Hospitals Furniture shall be as specified in 1.1 & 1.2.

1.1 **Frame Work:** Electric resistance butt-welded steel tube (ERW) conforming to IS: 2039-1964 (Specification for steel tubes for bile and allied purposes).

1.2 **Top:** - This shall be mentioned from any of the following, unless otherwise specially given in the relevant product specifications.

a) Mild steel cold-rolled quality

b) Stainless Steel Sheet conforming to Designation 04Cr 18 Ni 10 or 07 Cr 18 Ni 9 of IS: 6911-1972 (specification for Stainless Steel plate, sheet and strip).

H. \_\_\_\_\_

I. \_\_\_\_\_ 2

. \_\_\_\_\_ Shapes and Dimensions

2.1 The shapes and dimensions of hospital furniture shall be in accordance with the requirements of relevant specifications.

### 3. **Manufacture**

1.1 **General** - The hospital furniture shall be properly constructed with all welded joints sound, clean and well formed. Unless otherwise specified, the vertical members shall be perpendicular to the wheel base and parallel to each other and the horizontal members shall be at right angles to the vertical members. Hospital furniture items shall stand on all the legs at the same time on a level surface. All the surfaces shall be smooth and free from pitting.

1.2 **Castors** - The castors shall be held securely in the frame by any of the methods of attachment specified in IS: 4034-1979 (Specification for castors for hospital equipment) and shall also comply with the other requirements laid therein. The castors shall turn freely in their pivots but without any lateral play. The wheels shall run freely in the forks and shall not have movement in any other direction. The axle bolts shall pass through the fork (horn) and be well secured by nuts.

J. \_\_\_\_\_

### 4. **Finish**

A. \_\_\_\_\_

**All M.S. parts shall be thoroughly pre-treated in 8 stage pre-treatment systems which include:**

- 1. Hot degreasing bath heated to 65 deg. To 70 deg. C to remove grease, old and all foreign matters.**
- 2. Water rinsing (Air agitated)**
- 3. Acid pickling consisting of phosphoric acid bath mixed with suitable inhibitor and heated to 50 to 55 deg. C temp. to remove rust from metal surface.**
- 4. Water rinsing (Air agitated)**
- 5. Surface preparation bath to prepare suitable surface for Zinc phosphating.**
- 6. Phosphating bath heated to 50 to 55 deg. C temp. to give a super fine coat of zinc Phosphate (Aprox. 1.5 gms to 2.5 gms per square meter) conforming to IS: 3618-1966 Clause C.**
- 7. Water rinsing (Air agitated)**
- 8. Passivation heated to 50 to 55 deg. C temp. to cover any exposed surface and slow down corrosion till articles are painted.**

On completion of pre-treatment of the articles, they should be dried in hot air oven at 180 to 200 deg. C temp and then painted with epoxy powder of white shade and given a paint film of 50 microns.

**5. Tests:**

- 5.1 Hospital furniture items shall be subjected to tests in accordance with the requirements of relevant specifications. However, the painted furniture items shall also satisfy the adhesion test described in 5.1.1 and if mounted on castors these shall in addition satisfy the performance test give in 5.1.2**

**The bidder should submit test certificates of main raw material used, phosphate coating etc.**

- 5.1.1 Adhesion Test - A square measuring (12mm to 15mm) shall be marked over conveniently selected spot on the painted furniture and cross lines, at a distance of 1 to 1.5 mm apart and inclined at 120, shall be inscribed over the marked portion with a pointed instrument. Thereafter celo-tape shall be rubbed down over this portion and left for two minutes; after which it shall be jerked free from the painted surface. If more than 5 percent of the squares had ripped away from the painted surface and are adhering to the celo-tape, the furniture item**

**shall be repainted and again subjected to this test now at two conveniently selected spots and the item considered passing only if it satisfied in both the cases.**

- 5.1.2 **Performance Test - When the item is pushed over a level and even surface with or without load (load to be as laid down in relevant specifications) it shall not wobble or rattle. It shall also move freely when pulled in circular motion and the castors shall face in the same direction without much effort.**



### **SYRINGE INFUSION PUMPS**

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

1. Bolus rate should be programmable to 999 ml/hr or more with infused volume display.
2. Display of full Drug Names with a provision of memorizing about 50 names of commonly used drugs must be there.
3. Keep Vein Open ( KVO ) when selected volume is delivered must be available
4. Selectable Occlusion pressure trigger levels from 100 ~ 900 mmHg in atleast 9 steps with a choice to select the default setting by the operator is must. Facility to display the actual pumping pressure in numeric as well as graphical form in the backlit display should be there.
5. Should have comprehensive alarm package including Occlusion limit exceed alarm, Near end of infusion pre-alarm and alarm, Volume limit pre-alarm & alarm, KVO rate flow, Low battery pre-alarm and alarm, AC power failure, Drive disengaged, preventive maintenance warning, pressure drop /increase alarm, etc.
6. Should work on standard disposable Syringes of 5,10,20 & 50/60 ml sizes of different makes. Wider choice ( 15~ 20 pre set syringe brands or more ) will be preferred. Volumetric accuracy must be within +/-2 %. Syringe loading from front and not top loading type..
7. Should be stackable upto 02 pumps or more with locking facility available
8. Automatic detection of syringe size & proper fixing. Must provide alarm for wrong loading of syringe ( flanges out of slot ; disengaged plunger or barrel not secured etc.).
9. Anti bolus system to reduce pressure on sudden release of bolus.
10. Rechargeable battery having at least 7~8 hrs backup for about 5ml/hr flow rate with 50ml syringes. Indication of residual battery life is must.
11. Programmable PAUSE upto 12 hours or more will be preferred & after selection of parameter key pad locking should be available for security purpose.
12. The unit should have ISI / CE marked / USFDA approved.

## **4. Inspections and Tests**

The tests and inspections shall be performed as per GCC (26) and SCC clause 26.

**Proforma for Performance Statement (for a period of last three years)**

Bid No. \_\_\_\_\_ Date of opening \_\_\_\_\_ Time----- Hours  
 \_\_\_\_\_  
 Name of the Firm \_\_\_\_\_

<u>Order placed by</u> <u>(full address of</u> <u>Purchaser)</u>	<u>Order No.</u> <u>and date</u>	<u>Description</u> <u>and</u> <u>quantity</u> <u>of ordered</u> <u>equipment</u>	<u>Value of</u> <u>order</u>	<u>Date of</u> <u>completion of</u> <u>delivery</u>		<u>Remarks</u> <u>indicating</u> <u>reasons</u> <u>for late</u> <u>delivery,</u> <u>if any</u>	<u>Has the equipment been</u> <u>satisfactorily functioning?</u>  <u>(Attach a certificate from the</u> <u>Purchaser/Consignee)</u>
				<u>As per contract</u>	<u>Actual</u>		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder \_\_\_\_\_  
 \_\_\_\_\_

B. \_\_\_\_\_

## **PART 3 - Contract**



## Section VII. General Conditions of Contract

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## Section VII. General Conditions of Contract

### Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
  - (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
  - (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - (e) “Day” means calendar day.
  - (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (g) “GCC” means the General Conditions of Contract.
  - (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
  - (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
  - (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
  - (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.



- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in the SCC.

**Contract Documents**

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

**Fraud and Corruption**

- 3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.

- (a) For the purposes of this Sub-Clause:

- (i) “corrupt practice”<sup>7</sup> 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”<sup>8</sup> 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;

<sup>7</sup> “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.

<sup>8</sup> a “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.

- (iii) “collusive practice”<sup>9</sup> 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”<sup>10</sup> 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 Clause 11 [Inspections and Audits by the Bank].

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

## Interpretation

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

4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in

<sup>9</sup> “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>10</sup> a “party” refers to a participant in the procurement process or contract execution.

the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

#### 4.3 Entire Agreement

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

#### 4.4 Amendment

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

#### 4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

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

### Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes

- of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- Joint Venture,  
Consortium or  
Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the SCC.
- Settlement of  
Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the

other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

10.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

**Inspections and  
Audit by the  
Bank**

11.1 The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier's attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).

**Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

**Delivery and  
Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.

**Supplier's  
Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the

exception of any price adjustments authorized in the SCC.

- Terms of Payment**
- 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.
- Taxes and Duties**
- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- Performance Security**
- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

**Copyright**

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

**Confidential Information**

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and

20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

### **Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

### **Specifications and Standards**

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.



- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**Packing and Documents**

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

**Insurance**

- 24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

**Transportation**

- 25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

**Inspections and Tests**

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.
- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other

**Liquidated  
Damages**

remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**Warranty**

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**Patent Indemnity**

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any

and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design,

trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**Limitation of Liability**

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

**Change in Laws and Regulations**

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**Force Majeure**

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not

foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**Change Orders and  
Contract  
Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

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

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

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**Extensions of Time** 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**Termination**

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### 35.2 Termination for Insolvency.

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

### 35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

### **Assignment**

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

### **Export Restriction**

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities



in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

## Section VIII. Special Conditions of Contract

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

<b>GCC 1.1(i)</b>	The Purchaser's country is: India
<b>GCC 1.1(j)</b>	The Purchaser is: Project Director, Rajasthan Health Systems Development Project.
<b>GCC 1.1 (o)</b>	The Project Site(s)/Final Destination(s) is/are:  The Final Destinations as specified in the schedule of requirements (section VI-Annexure-A)
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms.
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be 2000.
<b>GCC 5.1</b>	The language shall be: English
<b>GCC 8.1</b>	For <b><u>notices</u></b> , the Purchaser's address shall be:  Address: RHSDP Block , Swasthya bhawan, Tilak Marg, C-Scheme, Jaipur-302015(Rajasthan) India. Telephone: +91-0141-5110730 / 5110739 Facsimile number: +91-0141-2228778 Electronic mail address: <a href="mailto:rhsdp_raj@yahoo.co.in">rhsdp_raj@yahoo.co.in</a>
<b>GCC 9.1</b>	The governing law shall be the law of: Union of India
<b>GCC 10.2</b>	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:  <b>(a) Contract with foreign Supplier:</b>  GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.  The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as presiding arbitrator. In case of failure of the two

	<p>arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration.</p> <p><b>(b) <i>Contracts with Supplier national of the Purchaser's country:</i></b></p> <p>In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration.</p> <p>(c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the "The International Centre for Alternative Dispute Resolution (India), both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the "The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.</p> <p>(d) Arbitration proceedings shall be held at Jaipur, Rajasthan, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the "The International Centre for Alternative Dispute Resolution (India)".</p>
<b>GCC 13.1</b>	Details of Shipping and other Documents to be furnished by the Supplier

	<p>are given below:</p> <p>(a) <u>For Goods supplied from abroad:</u></p> <p>GC 13.1 Within 24 hours of shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or telex or fax the full details of the shipment including Contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <li>(i) 03 Copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;</li> <li>(ii) Original and 03 copies of the negotiable, clean, on-board bill of lading marked freight prepaid and 03 copies of non-negotiable bill of lading;</li> <li>(iii) 03 Copies of packing list identifying contents of each package;</li> <li>(iv) Insurance certificate;</li> <li>(v) Manufacturer's/Supplier's warranty certificate;</li> <li>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(vii) Certificate of origin.</li> </ul> <p>The above documents shall be received by the Purchaser at least one week before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>(b) <u>For Goods from within India:</u></p> <p>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser :</p> <ul style="list-style-type: none"> <li>(i) 03 Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;</li> </ul>
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	<ul style="list-style-type: none"> <li>(ii) Delivery note, Railway receipt or acknowledgement of receipt of goods from the Consignee;</li> <li>(iii) 03 Copies of packing list identifying contents of each package;</li> <li>(iv) Insurance certificate;</li> <li>(v) Manufacturer's/Supplier's warranty certificate;</li> <li>(vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(vii) Certificate or origin.</li> </ul> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<b>GCC 15.1</b>	The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.
<b>GCC 16.1</b>	<p>GCC 16.1— Payment shall be made in the currency specified in the Contract in the following manner:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.</li> <li>(ii) <b>On Shipment:</b> Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12.</li> <li>(iii) <b>On Acceptance:</b> Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</li> </ul> <p><i>Payment of Local Currency Portion including Agency Commission:</i></p>

	<p>Payment shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>Agency commission will be paid to the Bidder's Agent in the local currency for the amount in Indian Rupees indicated in the relevant price schedule <i>[using telegraphic transfer buying market rate of exchange ruling on the date of award of the contract]</i> and shall not be subject to further escalation or exchange variation. Payment shall be made within 30 days of presentation of claim supported by a certificate from the Purchaser declaring that the goods have been delivered and that all other contracted services have been performed.</p> <p><b>Payment for Goods and Services supplied from within the Purchaser's country:</b></p> <p>Payment for Goods and Services supplied from within the Purchaser's country shall be made in INR, as follows:</p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.</li> <li>(ii) <b>On Delivery:</b> Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</li> <li>(iii) <b>On Acceptance:</b> The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</li> </ul>
<b>GCC 16.5</b>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 30 days.</p> <p>The interest rate shall be the 10% per annum.</p>
<b>GCC 18.1</b>	<p>A Performance Security shall be required within 28 days after the Supplier's receipt of Notification of Award, the supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.</p>

	In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.
<b>GCC 18.3</b>	If required, the Performance Security shall be in the form of a “Bank Guarantee” or “a cashier’s cheque or banker’s certified cheque or crossed demand draft or pay order” drawn in favour of the Purchaser. If required, the Performance security shall be denominated in “ the currencies of payment of the Contract, in accordance with their portions of the Contract Price”.
<b>GCC 18.4</b>	Discharge of the Performance Security shall take place:  The performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier’s performance obligations, including the warranty obligation, under the contract.
<b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be:  <u>Packing Instructions:</u> The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:  (i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier’s Name; (v) Packing List Reference Number.
<b>GCC 24.1</b>	The insurance shall be paid in an amount equal to 110 percent of the CIP (EXW for Goods supplied from within the country) value of the Goods from “Warehouse to warehouse (final destination)” on “All Risks” basis including War Risks and Strikes.
<b>GCC 25.1</b>	Responsibility for transportations shall be as per incoterms.

<b>GCC 26.1</b>	<p>The inspections and tests shall be in accordance with the technical specifications and specific requirements as under;</p> <ol style="list-style-type: none"><li data-bbox="706 304 1421 703">1. The supplier shall ensure a pre-dispatch inspection and test of manufactured goods at its own level. This inspection and test must be conducted by an agency or laboratory of international or national repute. Preference in this case should be given to a testing agency or laboratory duly recognized or approved by the respective government. The supplier shall submit an inspection and test report issued by such an agency or laboratory to the purchaser prior to obtaining a clearance for dispatching the manufactured goods.</li><li data-bbox="706 703 1421 955">2. The supplier shall be bound to meet the laid down technical specifications and other related parameters and shall take all necessary steps to rectify any deficiency or make such modifications in the manufactured goods in the event of goods declared failed in any test or inspection by the purchaser.</li></ol>
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<b>GCC 26.2</b>	<p>The Inspections and tests shall be conducted at as specified in the technical specifications and specific requirements as under;</p> <ol style="list-style-type: none"> <li>1. The purchaser or its authorized representative shall have complete authority to inspect and /or test any or all of the goods in order to verify their conformity to the technical specifications and other required criteria.</li> <li>2. The purchaser or its authorized representative shall be free to inspect the premises of the manufacturer prior to the award of the contract or at any stage of the contract execution. This would be centered on examination of manufacturer's capacity and physical existence of the manufacturing unit(s) and related offices.</li> <li>3. The purchaser or its authorized representative shall invariably inspect and / or test the goods or equipments prior to the dispatch from the manufacturer's premises. Such inspection, test, and clearance shall not prejudice the right of the consignee to inspect and test the goods received at final destination.</li> <li>4. In the event that the manufacturer's premises are outside India, the purchaser shall be fully authorized to conduct such inspection and tests in the manner it decides suitable and even can hire an agency for the purposes of pre-dispatch-inspection at the manufacturer's premises.</li> <li>5. The inspections and tests shall be based upon the requirements of technical specifications. However, the purchaser shall have authority to decide on any other technical tests or inspection based on technical parameters that it finds fit to complement the same. The supplier shall be bound to introduce any such corrective measure instructed by the purchaser.</li> </ol>
<b>GCC 27.1</b>	The liquidated damage shall be: 0.5% per week or part thereof.
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: 10% of the contract price.

<b>GCC 28.3</b>	<p>The period of validity of the Warranty shall be: In partial modification of the provisions, the warranty period shall be 24 months from the date of acceptance of Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be:</p> <p><i>Consignee's address as specified in the Schedule of requirements (section-VI).</i></p>
<b>GCC 28.5</b>	The period for repair or replacement shall be: 30 days.

# Section IX. Contract Forms

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# 1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award
  - (g) *[Add here any other document(s)]*

A. \_\_\_\_\_

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[ insert identification of official witness]*

A. \_\_\_\_\_

## 2. Performance Security

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

L.

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

M.

N.

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

**Beneficiary:** *[insert complete name of Purchaser]*

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>11</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,<sup>12</sup> and any demand for payment under it must be received by us at this office on or before that date.

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

*[signatures of authorized representatives of the bank and the Supplier]*

<sup>11</sup> The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>12</sup> Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

A. \_\_\_\_\_

### 3. Bank Guarantee for Advance Payment

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

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

*[bank's letterhead]*

**Beneficiary:** *[insert legal name and address of Purchaser]*

**ADVANCE PAYMENT GUARANTEE No.:** *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)]*<sup>13</sup> *in figures and words* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date]*<sup>14</sup>.

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

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<sup>13</sup> The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>14</sup> Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

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*[signature(s) of authorized representative(s) of the bank]*

A. \_\_\_\_\_





**List of Consignees'**

*[Refer: Schedule of Requirements (section-VI)]*  
**Annexure-A**



**Procurement Schedule of Requirement of Equipments for ICU**

Sr.no.	Particulars	Details of Requirement																	Total Qty	
		Dausa	Jalor	Karauly	S. Madhopur	Sirohi	Pratapgarh	Bharatpur	Beawer	Baran	Bundi	Banswara	Chittorgarh	Dholpur	Dungarpur	Jhunjhunu	Jaisalmer	Pali		
1	Ventilator	4	4	3	4	4	2	4	4	4	4	4	4	4	4	4	4	4	4	65
2	CARDIAC MONITORS	10	10	8	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	168
3	Bi Phasic Defibrillators	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	68
4	Central Medical Gas (O2, Suction) System	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	17
5	Central Monitoring System	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	17
6	Syringe Pumps	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	170

B. \_\_\_\_\_

Procurement Schedule of Requirement of Equipments for Trauma unit

Sr.n o.	Particular s	Details of Requirement																		Tot al Qty
		Alw ar	Bansw ara	Barm er	Bun di	Chu ru	Dholp ur	Hanumang arh	Jaisel mer	Jhunju nu	Naga ur	Pa li	Karo uli	S. Madho pur	Ton k	Beaw ar	Dau sa	Rajsama nd	Jal or	
1	Ventilator	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	54
2	CARDIAC MONITOR S	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	72
3	Bi Phasic Defibrillator s	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	54
4	Central Medical Gas (O2, Suction ) System	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	18
5	Syringe Pumps	14	14	14	10	14	14	14	14	14	14	14	14	14	14	14	14	14	14	248
6	Fowler Bed	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	252

A. \_\_\_\_\_

**Procurement Schedule of Requirement of Equipments for Burn Unit**

Sr.no.	Particulars	Details of Requirement													
		Baran	Banswara	Barmer	Bharatpur	Bhilwara	Bundi	Churu	Dholpur	Dungarpur	Dausa	Ganganagar	Hanumangarh	Jaipur	Jaisalmer
1	Fowler Bed	20	10	10	20	20	10	10	10	10	20	20	20	20	20

**Procurement Schedule of Requirement of Equipments for Burn Unit**

Sr.no.	Particulars	Details of Requirement													
		Jalore	Jhunjunu	Nagaur	Rajsamand	Karouli	S. Madhopur	Sikar	Sirohi	Tonk	Chittorgrh	Beawer	Pali	Jalore	Total Qty
1	Fowler Bed	20	20	20	20	10	20	20	10	20	10	20	20	20	430

A. \_\_\_\_\_