

# **INTERNATIONAL COMPETITIVE BIDDING**

**FOR SUPPLY**

**OF**

**VARIOUS X-RAY MACHINES**

**UNDER**

## **RAJASTHAN HEALTH SYSTEMS DEVELOPMENT PROJECT**

**Bid Reference : HSCC\PUR\RHSDP\ EQUIP\2007\ICB\01**

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### **HSCC (INDIA) LIMITED**

**(A Govt. of India Enterprise)**

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## **Section I. Invitation for Bids**

**RAJASTHAN HEALTH SYSTEMS DEVELOPMENT PROJECT  
GOVERNMENT OF RAJASTHAN  
SWASTHYA BHAWAN, RHSDP BLOCK,  
TILAK MARG, C-SCHEME  
JAIPUR-302005**

**THROUGH**

**HSCC (I) LIMITED  
Plot No 6(A) , Block –E, Sector -1 NOIDA -201301**

**INTERNATIONAL COMPETITIVE BIDDING (ICB)**

**INVITATION FOR BIDS (IFB)**

Date: 21.09.07

Name of Country : **India**  
Project Name : RAJASTHAN HEALTH SYSTEMS DEVELOPMENT PROJECT  
Credit No : 3867-IN  
IFB No : HSCC\PUR\RHSDP\EQUIP\2007\ICB\01

1. The Government of India has received a Credit (Credit 3867-IN) from the International Development Association in various currencies towards the cost of Rajasthan Health Systems Development Project, Jaipur and it is intended that part of the proceeds of this credit will be applied to eligible payments under the contracts for which this Invitation for Bids is issued.
2. HSCC (India) Ltd., on behalf of, Government of Rajasthan, hereby invites sealed bids from eligible bidders for the supply of following items:

<b>Line Item No.</b>	<b>Description of Items</b>	<b>Quantity (in Nos.)</b>	<b>Date of submission of offers</b>
1.	(i) 500 mA X-Ray (ii) 300 mA X-Ray (iii) 100 mA X-Ray	10 34 19	06.11.2007

3. Bidding will be conducted through the International Competitive Bidding (ICB) procedures specified in the World Bank's *Guidelines: Procurement under IBRD Loans and IDA Credits*, and is open to all bidders from Eligible Source Countries as defined in the Guidelines.

4. Interested eligible Bidders may obtain further information from and inspect the bidding documents at the address mentioned at paragraph 7
  
5. A complete set of Bidding Documents in English may be purchased by any interested bidders from 1000Hrs. (IST) to 1300Hrs. (IST) and from 1430Hrs. (IST) to 1630Hrs. (IST) on all working days between, **21 September 2007** to **06th November 2007** on the submission of a written application to the address below and upon payment of non-refundable fee of Indian Rupees 3000/- or US \$ 70 in the form of cash or Demand Draft in favour of **HSCC (India) Ltd.**, payable at New Delhi / NOIDA, India. Bidding Documents requested by mail will be dispatched by courier on payment of an extra amount of Rupees 200 for domestic bidders and US \$ 30 for overseas bidders. HSCC will not be responsible for the postal delay, if any, in the delivery of the document or non-receipt of the same.
  
6. The bidder must quote for all the equipments, with full quantities mentioned therein covered under Line Item 1. Bidders not complying with the same will be treated as non responsive. Bids must be delivered to the above address on or before 14:00 hrs on **7th November' 07**. All bids must be accompanied by a bid security in the currency of the bid or US Dollar or Indian Rupees equivalent to the Indian Rupees specified in Section VI-Schedule. Late bids will be rejected. Bids will be opened in the presence of the bidders representatives who choose to attend at the address above at **14:35 Hrs on 7th Nov.' 07**

7. **Address**

**Executive Director (CA)**  
**HSCC (I) Ltd.,**  
**Plot No.6 (A),**  
**Block – E, Sector-1,**  
**NOIDA (U.P.)-201301, INDIA.**

Telephones : 91-2443113/ 2443103  
Gram : HOSCONCORP, Fax : 91-0120-2542447, 2533001,  
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Tender Document can also be viewed and downloaded at our Website [www.hsccltd.com](http://www.hsccltd.com). However, the Tender Document issued by us will prevail if there is any discrepancy between the downloaded document and the document issued by



## **Section II. Instructions to Bidders**

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## Instructions to Bidders

### A. Introduction

- 1. Source of Funds**

  - 1.1 The Borrower named in the **Bid Data Sheet** has applied for or received a loan or credit (hereinafter called “loan”) from the International Bank for Reconstruction and Development or from the International Development Association (as identified in the Bid Data Sheet and hereinafter interchangeably called “the Bank”) in various currencies equivalent to the U.S. dollar amount indicated in the **Bid Data Sheet** towards the cost of the Project specified in the **Bid Data Sheet**. The Borrower intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Invitation for Bids is issued.
  - 1.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan Agreement, and will be subject in all respects to the terms and conditions of that 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 a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.
- 2. Eligible Bidders**

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

they operate under commercial law, and if they are not a dependent agency of the Purchaser.

2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Clause 36.1.

**3. Eligible Goods and Services**

3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the *IBRD Guidelines for Procurement*, and all expenditures made under the contract will be limited to such goods and services.

3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

**4. Cost of Bidding**

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the **Bid Data Sheet**, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**B. The Bidding Documents**

**5. Content of Bidding Documents**

5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instructions to Bidders (ITB)
- (b) Bid Data Sheet
- (c) General Conditions of Contract (GCC)
- (d) Special Conditions of Contract (SCC)
- (e) Schedule of Requirements
- (f) Technical Specifications
- (g) Bid Form and Price Schedules
- (h) Bid Security Form
- (i) Contract Form

- (j) Performance Security Form
- (k) Bank Guarantee Form for Advance Payment
- (l) Manufacturer's Authorization Form

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

**6. Clarification of Bidding Documents**

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the Purchaser's address indicated in the **Bid Data Sheet**. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than thirty (30) days prior to the deadline for the submission of bids prescribed in ITB Clause 19.1. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

**7. Amendment of Bidding Documents**

7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by cable, and will be binding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

## C. Preparation of Bids

- 8. Language of Bid**
- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **Bid Data Sheet**, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 9. Documents Constituting the Bid**
- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
  - (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
  - (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
  - (d) bid security furnished in accordance with ITB Clause 15.
- 10. Bid Form**
- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 10.2 For the purpose of granting a margin of domestic preference, 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 from within the

country of the Purchaser.

- (c) **Group C:** Bids offering goods of foreign origin to be imported by the Purchaser directly or through the Supplier's local Agent.

10.3 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 will not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

## 11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (a) For goods offered from within 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:
    - (A) on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory;
    - or**
    - (B) on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.
  - (ii) any Purchaser country sales and other taxes which will be payable on the goods if the contract is awarded.
  - (iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the **Bid Data Sheet**.
  - (iv) the price of other (incidental) services, if any, listed in

the **Bid Data Sheet**.

- (b) For goods offered from abroad:
  - (i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Purchaser's country, as specified in the **Bid Data Sheet**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **Bid Data Sheet**.
  - (iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the **Bid Data Sheet**.
  - (iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the **Bid Data Sheet**.
  - (v) the price of other (incidental) services, if any, listed in the **Bid Data Sheet**.

11.3 The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.5 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 **Bid Data Sheet**. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the **Bid Data Sheet**, prices

quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

**12. Bid Currencies** 12.1 Prices shall be quoted in the following currencies:

- (a) For goods and services that the Bidder will supply from within the Purchaser's country, the prices shall be quoted in the currency of the Purchaser's country, unless otherwise specified in the **Bid Data Sheet**.
- (b) For goods and services that the Bidder will supply from outside the Purchaser's country, the prices shall be quoted in any currency of a Bank member country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.

**13. Documents  
Establishing  
Bidder's  
Eligibility and  
Qualification**

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

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

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser's country;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the 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 that 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

- (d) that the Bidder meets the qualification criteria listed in the **Bid Data Sheet**.

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

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the **Bid Data Sheet**, following commencement of the use of the goods by the Purchaser; and
- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that

the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **15. Bid Security**

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the **Bid Data Sheet**.
- 15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or
  - (b) a cashier's or certified check.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24.
- 15.5 Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.
- 15.7 The bid security may be forfeited:
- (a) if a Bidder:
    - (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
    - (ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or

- (b) in the case of a successful Bidder, if the Bidder fails:
  - (i) to sign the contract in accordance with ITB Clause 34; or
  - (ii) to furnish performance security in accordance with ITB Clause 35.

**16. Period of Validity of Bids**

- 16.1 Bids shall remain valid for the period specified in the **Bid Data Sheet** after the date of bid submission prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.
- 16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be increased by a factor specified in the request for extension.

**17. Format and Signing of Bid**

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the **Bid Data Sheet**, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

## **D. Submission of Bids**

### **18. Sealing and Marking of Bids**

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address given in the **Bid Data Sheet**; and

(b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the **Bid Data Sheet**, pursuant to ITB Clause 22.1.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late.”

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

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

19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a) no later than the time and date specified in the **Bid Data Sheet**.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **20. Late Bids**

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

### **21. Modification and Withdrawal of Bids**

21.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

### **E. Opening and Evaluation of Bids**

#### **22. Opening of Bids by the Purchaser**

22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet**. The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

22.4 The Purchaser will prepare minutes of the bid opening.

]

#### **23. Clarification of Bids**

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

**24. Preliminary Examination**

24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 31), and Taxes and Duties (GCC Clause 33), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

**25. Conversion to Single Currency**

25.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to either:

- (a) the currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Purchaser's country;

**or**

- (b) a currency widely used in international trade, such as U.S. dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Central Bank in the Purchaser's country for the amount payable in the currency of the Purchaser's country.

25.2 The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **Bid Data Sheet**.

**26. Evaluation and Comparison of Bids**

26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

26.2 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 or goods of foreign origin already located 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 of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

26.3 The comparison shall be between the EXW price of the goods offered from within the Purchaser's country, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the Purchaser's country.

26.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the **Bid Data Sheet**, and quantified in ITB Clause 26.5:

- (a) cost of inland transportation, insurance, and other costs within the Purchaser's country incidental to delivery of the goods to their final destination.
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability in the Purchaser's country of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the **Bid Data Sheet** and/or in the Technical Specifications.

26.5 For factors retained in the Bid Data Sheet pursuant to ITB 26.4, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) *Inland transportation from EXW/port of entry/border point, insurance, and incidentals.*

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the **Bid Data Sheet** will be computed for each bid by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, bidder shall furnish in its bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.

- (b) *Delivery schedule.*

(i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in the earliest time of arrival as the base, a delivery “adjustment” will be calculated for other bids by applying a percentage, specified in the **Bid Data Sheet**, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

**or**

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the **Bid Data Sheet**, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

**or**

(iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the **Bid Data Sheet**, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

(i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule

offered by the selected Bidder.

**or**

- (ii) The SCC stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the **Bid Data Sheet**.

(d) *Cost of spare parts.*

- (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **Bid Data Sheet**, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

**or**

- (ii) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **Bid Data Sheet**. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

**or**

- (iii) The Purchaser will estimate the cost of spare parts usage in the initial period of operation specified in the **Bid Data Sheet**, based on information furnished by each Bidder, as well as on past experience of the Purchaser or other purchasers in similar situations. Such costs shall be added to the bid price for evaluation.

(e) *Spare parts and after sales service facilities in the Purchaser's country.*

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the **Bid Data Sheet** or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(f) *Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the **Bid Data Sheet** or in the Technical Specifications.

(g) *Performance and productivity of the equipment.*

(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the **Bid Data Sheet** will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.

**or**

(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.

(h) *Specific additional criteria*

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **Bid Data Sheet** and/or the Technical Specifications.

**27. Domestic Preference**

27.1 If the **Bid 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, provided the Bidder shall have established to the satisfaction of the Purchaser and of the Bank that its bid complies with the criteria specified in ITB Clause 10.2 (a):

27.2 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, pursuant to ITB Clauses 10 and 11.

27.3 All evaluated bids in each group will then be compared among themselves to determine the lowest evaluated bid of each group. The lowest evaluated bid of each group will next be compared with the lowest evaluated bids of the other groups. If this comparison results in a bid from Group A or Group B being the lowest, it will be selected for contract award.

27.4 If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, all Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of the imported goods offered in each Group C bid, for the purpose of this further comparison only:

(a) the amount of customs duties and other import taxes that a nonexempt importer would have to pay for the importation of goods offered in each Group C bid;

**or**

(b) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) bid price of such goods, if the customs duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such goods.

If the Group A bid in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated bid from Group C, as determined from the comparison under ITB Clause 27.3 above, will be selected for award.

## **28. Contacting the Purchaser**

28.1 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 bid, it should do so in writing.

28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

## F. Award of Contract

- 29. Post-qualification**
- 29.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.
- 29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 30. Award Criteria**
- 30.1 Subject to ITB Clause 32, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 31. Purchaser's Right to Vary Quantities at Time of Award**
- 31.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet**, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 32. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**
- 32.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.
- 33. Notification of Award**
- 33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

33.2 The notification of award will constitute the formation of the Contract.

33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

33.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

**34. Signing of Contract**

34.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

34.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser

**35. Performance Security**

35.1 Within thirty (30) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

35.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

**36. Corrupt or Fraudulent Practices**

36.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders/Suppliers/Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm 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 engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

36.2 Furthermore, Bidders shall be aware of the provision stated in Clauses 5.4 and 24.1 of the General Conditions of Contract.

## **Section III - Bid Data Sheet**

## ITB Bid Data Sheet

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.

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses].*

<b>Introduction</b>
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Clause	Listed Information
ITB 1.1	The Borrower is: Govt. of Rajasthan, Jaipur
ITB 1.1	Credit number 3867-IN
ITB 1.1	The name of the Project is: Rajasthan Health Systems Development Project
ITB 1.1	Name of Contract : Procurement of X – Ray machines <b>IFB No. HSCC/PUR/RHSDP/EQUIP/2007/ICB/01</b>
ITB 4.1	Name of Purchaser : Project Director Rajasthan Health Systems Development Project, Govt. of Rajasthan, Swasthya Bhawan, Tilak Marg, Jaipur through HSCC (India) Ltd.
ITB 6.1	Purchaser's Address : HSCC (India) Limited, Plot No.6(A), Block-E, Sector - I, NOIDA - 201 301, U.P., India.  Tel No.           91-120-2443113, 2443103 Fax No.           91-120-2542447, 2533001. E-mail: <a href="mailto:hsccltd@nda.vsnl.net.in">hsccltd@nda.vsnl.net.in</a>
ITB 8.1	Language of the bid : English
ITB 10.4	Insert new clause 10.4 as under:

	Bidders may note that bids offering goods from within the country of the Purchaser [Group A and Group B bids] should indicate the prices entirely ex-works/ex-factory/ ex-warehouse/ex-showroom/ or off-the-shelf as applicable. Bids offering supplies partly as ex-works and partly as CIF will be classified as Group C bid.
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<b>Bid Price and Currency</b>
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ITB 11.2 (a) (i)	Insert the words “excise and other” in between the words “customs” and “duties” in Line 3 of this Sub-clause.
ITB 11.2 (a) (iii)	The final destination is specified in Schedule of Requirements (Section VI).
ITB 11.2 (a) (iv)	The incidental services to be provided are specified in Clause 8 of the Special Conditions of Contract
ITB 11.2 (a)	<p>Add the following at the end of this Clause :</p> <p>“Note : Bidders may like to ascertain availability of Deemed Export or other Benefits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.</p> <p>Where the bidder has quoted taking into account such benefits, he must give all information required for issue of Project Authority/Payment/Other Certificates in terms of the Import Export Policy or Central Excise Notifications along with his bid in Form 9 of Section VIII. The Project Authority/ Payment/Other Certificates will be issued on this basis only and no subsequent change will be permitted. Where such Certificates are issued by the Purchaser, Excise Duty will not be reimbursed separately.</p> <p>Bids which do not conform to this provision, will be treated as non-responsive and rejected.”</p>
<u>ITB 11.2 (b)</u> (i) and (ii) and (iii)	The price for goods offered from abroad shall be quoted )CIP named place of destination) as specified in Schedule of Requirement (Section- VI).

ITB 11.2 (b) (iv)	Final Destination is specified in Schedule of Requirement (Section - VI).
ITB 11.2 (b) (v)	The incidental services to be provided are specified in Clause 8 of Special Conditions of Contract.
ITB 11.5	The price shall be fixed,

ITB 12.1	Add the following to ITB Clause 12.1(b) : Clause 12.1(a) is not applicable and clause 12.1(b) applies to all goods and services and the words “ from the purchaser’s country ” shall not prevail.
ITB 12.2	Add the following as Clause 12.2 :  “12.2 Agents and service facilities in India :  (a) If a foreign bidder has engaged an Indian agent, it will be required to give the following details in the offer; (i) the name and address of the local agent; (ii) what service the agent renders; and (iii) the fixed amount of remuneration for the agent included in the offer.  (b) The agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder’s agent in India in Indian Rupees using the Telegraphic Transfer buying market rate of exchange ruling on the date of award of contract and shall not be subject to any further exchange variation.”

<b>Preparation and Submission of Bids</b>	
ITB 13.3 (a)	Insert words “[as per authorization form in Section VIII (6)]” in between words “authorized” and “by” in Line 3.
ITB 13.3 (d)	Qualification requirements shall be as given in Section VII A.

ITB 13.3 (e)	<p>Add at the end the following as Clauses 13.3 (e) to (h) :</p> <p>"(e) If an agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by <u>a separate bid form for each bid and a bid security</u>, when required, for each bid and authorization from the respective Manufacturer, all such bids will be rejected as non-responsive."</p> <p>[Note: Supplies for any particular item in a Line Item of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturer's for the same item in a Line Item in the bid will be treated as non-responsive.]</p>
ITB 14.3 (b)	Spare parts required for 10 years of operation.
ITB 15.1	Amount of bid security shall be <b><i>as indicated in the Schedule of Requirement</i></b>
ITB 15.3	<p>Please replace the ITB Clause 15.3 with the following:</p> <p>The bid security shall be denominated in the currency of the bid or in US dollar or Indian Rupees and shall:</p> <ul style="list-style-type: none"> <li>(a) at the bidder's option, be in the form of either a certified check, letter of credit, a demand draft, or a bank guarantee from nationalized/Scheduled Bank located in India or by a reputable banking institution selected by the bidder and located abroad in any eligible country;</li> <li>(b) be substantially in accordance with one of the form of bid security included in Section VIII or other form approved by the Purchaser prior to bid submission;</li> <li>(c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 15.7 are invoked;</li> <li>(d) be submitted in its original form; copies will not be accepted; and</li> <li>(e) remain valid for a period of 45 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB Clause 16.2.</li> </ul>
ITB 16.1	Bid validity period shall be 90 days.

ITB 16.3	<p>Substitute this clause with the following:</p> <p>“In the case of fixed price contracts, in the event that the Purchaser requests and the Bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award, shall be the bid price corrected as follows:</p> <p>(a) The foreign currency component of the price shall be increased by the factor of <i>3% per annum</i> for each week, or part of a week, that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful Bidder.</p> <p>(b) Similarly, the local currency component of the price shall be increased by the factor of <i>4% per annum</i> for each week, or part of a week, that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful Bidder.</p>
ITB 16.4	<p>Bid evaluation will be based on the bid prices without taking into consideration the above correction.</p>
ITB 17.1	<p>Number of copies shall be two.</p>
ITB 18.2 (a)	<p>Address for bid submission is :</p> <p><b>Executive Director (CA)</b>  <b>HSCC (India) Ltd.,</b>  <b>Plot No. 6(A), Block - E, Sector - I, Noida - 201 301, U.P., India.</b>  Tele No. 91-120-2443113, 2443103  Fax No. 91-120-2542447, 2533001.</p>
ITB 18.2 (b)	<p>IFB Title and Number is :</p> <p>Title : <b>Procurement of various X-Ray Machines</b>  Number <b>HSCC/PUR/RHSDP/EQUIP/2007/ICB/01</b></p>
ITB 18.5	<p>Add the following as Clause 18.5 :</p> <p>“18.5 Telex, Cable or Facsimile bids will be rejected.”</p>
ITB 19.1	<p>Deadline for bid submission is :</p>

	<p><b><i>Date 7<sup>th</sup> November, 2007</i></b>  <b><i>Time: upto 1400hrs.</i></b></p> <p>Add at the end of this Clause :</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 upto the appointed time on the next working day.”</p>
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<h3>Opening and Bid Evaluation</h3>
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ITB 21.2	Add the words “or fax” in between the words “cable” and “but”.
ITB 22.1	<p>Time, date and place for bid opening as under :</p> <p>Time : <b><i>at 1435 hrs.</i></b>  Date : <b><i>7<sup>th</sup> November, 2007</i></b>  Place :</p> <p><b>HSCC (India) Ltd.,</b>  <b>Plot No. 6(A), Block - E, Sector - I, Noida - 201 301, U.P., India.</b>  Tele No. 91-120-2443113, 2443103  Fax No. 91-120-2542447, 2533001.</p> <p>Add at the end of this Clause :</p> <p>“In the event of the specified date 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>
ITB 24.1	<p>Add the following at the end of this clause, as sub-paragraph:</p> <p>“Bids from Agents without proper authorization from the manufacturer as per Clause 13.3 (a) of ITB shall be treated as non-responsive.”</p>

ITB 24.4	<p>Add the following clauses as additional critical provisions deviations from or objections or reservations to which will be treated as material deviations:</p> <ul style="list-style-type: none"> <li>- “Performance Security” (GCC Clause 7);</li> <li>- “Deemed Export” [Note under 11.2 (a) of ITB];</li> <li>- “Warranty” (GCC Clause 15 and S.C.C. Clause 10);</li> <li>- “Force Majeure” (GCC Clause 25); and</li> <li>- “Limitation of Liability” (GCC Clause 29)</li> </ul>
ITB 25.2	<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 State Bank of India or any other commercial bank in India.</p> <p>Date of exchange rate is date of bid opening.</p>
ITB 26.1	<p><i>“The purchaser will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 24 for entire package. No bid will be considered if the complete requirements covered in entire package are not included in the bid.</i></p>
ITB 26.4	<p>The bid evaluation will take into account the bid price quoted in accordance with ITB Clause 11.2 (a) (i) and 11.2 (b) (i) and the following:</p> <ul style="list-style-type: none"> <li>(a) cost of port clearance inland transportation, insurance, and other costs within the Purchaser’s country incidental to delivery of the goods to their final destination.</li> <li>(b) delivery schedule offered in the bid;</li> <li>(c) deviations in payment schedule from that specified in the Special Conditions of Contract;</li> <li>(d) deleted</li> <li>(e) the availability in the Purchaser’s country of spare parts and after-sales services for the equipment offered in the bid;</li> <li>(f) deleted</li> <li>(g) deleted</li> <li>(h) Cost of incidental services as quoted by the bidder will be added to the bid price</li> </ul>
ITB 26.5 (a)	<p>Substitute this Clause with the following :</p>

	<p>(i) For goods offered from within India, inland transportation, insurance and other incidental for delivery of goods to the final destination as quoted in terms of ITB Clause 11.2 (a) (iii) read with Bid Data Sheet. The above cost will be added by the purchaser to the EXW price of the bid.</p> <p>(ii) In the case of goods offered from abroad, the CIP destination price will include inland transportation and insurance up to the final destination.</p>
ITB 26.5 (b)	<p>Delivery schedule is as given in the Schedule of Requirements.</p> <p>Option (i) is selected. Adjustment shall be 0.5% per week or part of week treating the deliveries as per schedule of requirements as base. No credit will be given to earlier deliveries and bids offering delivery period beyond one month of stipulated delivery period will be treated as non-responsive.</p>
ITB 26.5 (c)	Option (ii) is selected. Annual interest rate shall be 12 % per annum.
ITB 26.5 (d)	deleted
ITB 26.5 (e)	Spare parts and after sales service facilities in India if quoted separately shall be added to the bid price.
ITB 26.5 (f)	deleted
ITB 26.5 (g)	<i>deleted</i>
ITB 26.5 (h)	Cost of incidental services as quoted by the bidder will be added to the bid price.
ITB 27	Domestic preference to apply.

**Contract Award**

ITB 31.1	Percentage of quantity increase or decrease shall be 15%.
ITB 33.1	Add the words “or fax” in between the words “telex” and “to be”.
ITB 34.2	Read the number of days in Line 1 as twenty one (21) in place of thirty (30).
ITB 35.1	Read the number of days in Line 1 as twenty one (21) in place of thirty (30).

## **Section IV. General Conditions of Contract**

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## General Conditions of Contract

### 1. Definitions

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

(l) “Day” means calendar day.

- 2. Application** 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin** 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further elaborated in the SCC.
- 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards** 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Bank** 5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.

- 5.4 The Supplier shall permit the Bank to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Bank, if so required by the Bank.
- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.
- 7. Performance Security**
- 7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount **specified in SCC**.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
  - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.
- 8. Inspections and Tests**
- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing**

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

## **10. Delivery and Documents**

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," and other trade terms used to describe the obligations of

the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

10.3 Documents to be submitted by the Supplier are **specified in SCC**.

## **11. Insurance**

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

11.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on a FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

## **12. Transportation**

12.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, defined as the Project Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

12.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of

carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

### **13. Incidental Services**

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC:**

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

### **14. Spare Parts**

14.1 As **specified in SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the

Contract; and

- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

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

the Purchaser may have against the Supplier under the Contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCC**.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in SCC** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.
- 16.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 16.4.

## **17. Prices**

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

## **18. Change Orders**

- 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, 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/or
  - (d) the Services to be provided by the Supplier.

- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any

provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

**19. Contract Amendments**

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

**20. Assignment**

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

**21. Subcontracts**

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

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

**22. Delays in the Supplier's Performance**

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

**23. Liquidated Damages**

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

**24. Termination for Default**

- 24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
  - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
  - (c) if the Supplier, in the judgment of the Purchaser, has

engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such 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.

**26. Termination  
for Insolvency**

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

**27. Termination  
for  
Convenience**

27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**28. Settlement of  
Disputes**

28.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

28.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by

arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

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

28.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;

and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**29. Limitation of Liability**

29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**30. Governing Language**

30.1 The Contract shall be written in the language **specified in SCC.** Subject to GCC Clause 31, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**31. Applicable Law**

31.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise **specified in SCC.**

**32. Notices**

32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable,

telex, or facsimile and confirmed in writing to the other party's address **specified in SCC**.

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

**33. Taxes and Duties**

33.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

33.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

## **SECTION V. SPECIAL CONDITIONS OF CONTRACT**

### **TABLE OF CLAUSES**

(The corresponding Clause number of the General Conditions is in parentheses)

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## SECTION V. SPECIAL CONDITIONS OF CONTRACT

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

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

GCC 1.1 (g) The Purchaser is Rajasthan Health Systems Development Project, Govt. of Rajasthan through HSCC (India) Limited, Noida

GCC 1.1 (h) The Purchaser's country is India

GCC 1.1 (i) The Supplier is .....

GCC 1.1 (k) The Project site is as detailed in the list of Consignees mentioned in Section VI - Schedule of Requirements

### **2. Country of Origin (GCC Clause 3)**

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

### **3. Performance Security (GCC Clause 7)**

Substitute Clause 7.1, 7.3(b) and 7.4 of the GCC by the following :

GCC 7.1 Within 21 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.

GCC 7.3(a) If the performance security is a bank guarantee, it shall be issued either (a) by a bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) or a foreign bank through a correspondent bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India), or (b) directly by a foreign bank which has been determined in advance to be acceptable to the Purchaser

GCC 7.3(b) A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of the Purchaser.

GCC 7.4 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 any warranty obligation, under the contract.

GCC 7.5 Add as Clause 7.5 to the GCC the following:

In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the implementation of performance obligations including warranty obligations.

#### 4. Inspection and Tests (GCC Clause 8)

GCC 8.6 The following inspection procedures and tests are required by the Purchaser:

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

1. The supplier shall get each equipment mentioned in the Schedule of Requirement inspected in manufacturer's works and submit a test certificate and also guarantee/warranty certificate that the items conform to laid down specifications. In addition, firms to submit pre-dispatch inspection report which is duly carried out by an ISO certified inspection agencies/Govt. or Govt. authorized agencies (**like TUV / SGS / Loydds / SriRam / BVQ or Crown**) both for Indian & Imported Equipment at no extra cost.

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

#### 5. Packing (GCC Clause 9)

GCC 9.3 The following SCC shall supplement GC Clause 9.3 :

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

i) Project : Rajasthan Health Systems Development Project

ii) Item Name :

iii) Facility Name :

iv) Supplier's Name :

v) Allocated qty :

Purchaser's Name : Rajasthan Health Systems Development Project  
Government of Rajasthan



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**Phone No. : + 0141-5110730,5110739 (JPR)**  
**Fax No. : + 0141-2228778**

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

- i) RHSDP supplies, Govt. of Rajasthan
- ii) Service support No. and address
- iii) E-mail address
- iv) Manufacturers address:
- v) Date of installation:
- vi) Expiry of Warranty period

**6. Delivery and documents (GCC Clause 10)**

(a) *For Goods supplied from abroad:*

GC 10.3 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:

- (i) 3 Copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and 2 copies of the negotiable, clean, on-board bill of lading marked freight prepaid and 3 copies of non-negotiable bill of lading;
- (iii) 3 Copies of packing list identifying contents of each package;
- (iv) Insurance certificate (3 copies);
- (v) Manufacturer's/Supplier's warranty certificate (3 copies);
- (vi) Inspection certificate issued by the inspection agencies, and the Supplier's factory inspection report; and
- (vii) Certificate of origin (3 copies);

The above documents shall be received by the Purchaser 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.

(b) *For Goods from within India :*

GCC 10.3 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:

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

The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.

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

GCC 11.1 The insurance shall be in an amount equal to 110 percent of the CIF or 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.

## **8. Incidental Services (GCC Clause 13)**

GCC 13.1 The incidental services to be provided are as under. The costs shall be included in the contract price:

Furnishing of detailed operations and service manual for each appropriate unit of supplied Goods

Training of the Purchaser's personnel, at the supplier's Plant/ earlier installed base of repute, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

Performance, on-site assembly and start-up of the supplied goods (for erection, testing & commissioning of the supplied goods).

## **9. Spare Parts (GCC Clause 14)**

GCC14.1 All services mentioned therein are required. Suppliers shall ensure the availability of spare parts and after sales service beyond the warranty period for a period of at least ten years on payment for supply or through Annual Maintenance/service contracts , which the purchaser may optionally enter

Add as Clause 14.2 to the GCC the following:

GCC 14.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and component shall be supplied as promptly as possible but in any case within six months of placement of order and opening the Letter of Credit.

## **10. Warranty (Clause 15)**

GCC 15.2 In partial modification of the provisions, the warranty period shall remain valid for 36 months from date of acceptance of the Goods or 42 months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract.

If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion,

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,
- (b) Substitute Clause 15.4 of the GCC by the following:

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

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months.”

GCC 15.4 & 15.5 The period for correction of defects in the warranty period is 05 days.

## **11. Payment (GCC Clause 16)**

GCC 16.1 Payment shall be made in the currency specified in the Contract in the following manner:

(a) *Payment for Goods supplied from abroad :*

- (i) *Advance Payment:* Ten (10%) of the Contract Price shall be paid within thirty (30) days of signing of 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.
- (ii) *On Shipment:* Eighty (80)% of the Contract Price of the Goods shipped shall be paid through irrevocable Letter of Credit opened in favor of the Supplier in a bank in his country and upon submission of documents specified in Clause 6(a) of SCC including : (i) Packing list and (ii) Supplier's certificate that the amounts shown in the invoice are correct in terms of the contract and that all terms and conditions of the contract have been complied with; and
- (iii) *On Final Acceptance:* Ten (10)% of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of Goods upon submission of claim supported by the Acceptance Certificate issued by the Purchaser's representative in the proforma given in Section VIII, Form 8.

*Payment of Local Currency Portion including Agency Commission:* 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.

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 [*using telegraphic transfer buying market rate of exchange ruling on the date of award of the contract*] 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.

(b) *Payment for Goods and Services supplied from India:*

- (i) *Advance Payment:* Ten (10) % of the total contract price shall be paid within thirty (30) days of signing of Contract and upon submission of claim / against a simple receipt and a bank guarantee for the equivalent amount valid until the goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) *On Delivery:* Eighty (80) % of the contract price shall be paid (through irrevocable LC) on receipt of Goods and upon submission of the documents specified in Clause 6(b) of SCC; and
- (iii) *On Final Acceptance:* the remaining ten (10)% of the Contract Price shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative in the proforma given in Section VIII - Form 8.

(c) *deleted*

- (d) (i) Where payments are to be effected through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the International Chamber of Commerce;
- (ii) The LC will be irrevocable and will be confirmed at Supplier's cost if requested specifically by the Supplier;
- (iii) If LC is required to be extended / reinstated for reasons not attributable to the Purchaser, the charges thereof shall be to the Supplier's account.

**12. Prices (Clause 17)**

Substitute clause 17.1 of the GCC with the following:

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

**13. Sub-contracts (Clause 21)**

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

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

**14. Liquidated Damages (Clause 23)**

GCC Clause 23.1        The applicable rate is 0.5 percent per week or part thereof; and the Maximum Deduction is 10% of contract price.

**15. Settlement of Disputes (Clause 28)**

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

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. 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 President of the Institution of Engineers (India)
- (b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of the Institution of Engineers (India)
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the President of the Institution of Engineers (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 President of the Institution of Engineers (India), making such an appointment shall be furnished to each of the parties.
- (d) Arbitration proceedings shall be held at Jaipur, Rajasthan, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the

arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

- (f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the President of the Institution of Engineers (India)

**16. Governing Language (GCC Clause 30)**

GCC 30.1 The governing language shall be English.

**17. Applicable law (GCC Clause 31)**

GCC 31.1 The applicable laws shall be that of Union of India.

**18. Notices (Clause 32)**

GCC 32.1 The following shall be the address of the Purchaser and Supplier.

Purchaser’s address for notice purposes :

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

Supplier’s address for notice purposes :

.....  
.....  
.....  
.....

**19. Taxes and Duties (GCC Clause 33)**

GCC 33.1 Substitute the word “Foreign” in line one to “Group C bid”.

Add at the end:

“However, for supplies and services provided from within India by the Supplier,  
GCC 33.2 will apply”.

GCC 33.2 Substitute the word “local” in line one to “Group A or B bid”.

Add the words “Octroi, road permits” between the words “fees” and ‘etc.’”

**SECTION VI : SCHEDULE OF REQUIREMENTS**

<b><u>Line Item No.</u></b>	<b><u>Brief Description of Goods</u></b>	<b><u>Accounting Unit</u></b>	<b><u>Quantity</u></b>	<b><u>Delivery Schedule</u></b>	<b><u>Bid Security in the currency of the bid or US \$ or Indian Rupees equivalent to Indian Rupees</u></b>
1	<i>500 mA X-RayMachine</i>	Numbers	10	Goods shall be supplied within 4 months from the date of signing of contract	6,05,000
	<i>300 mA X-RayMachine</i>		34		
	<i>100 mA X-RayMachine</i>		19		

**TERMS OF DELIVERY :**

1. For Group "A, B & C" Bidders : CIP Final Destinations as per Annexure - A attached.
2. Time for erection, testing & commissioning is 3 weeks from scheduled delivery.

**Consignee List**

## Rajasthan Health Systems Development Project (RHSDP)

### List of Consignee for 500mA X-ray

S.No	NAME OF HEALTH FACILITY	CITY/TOWN	No. of Beds	X-ray 500mA Qty.
<b>AJMER (Head Quarter at Bewar)</b>				
1	A.K.HOSPITAL	BEAWER	300	1
<b>Total</b>			<b>300</b>	<b>1</b>
<b>BUNDI</b>				
1	GENERAL HOSPITAL	BUNDI	150	1
<b>Total</b>			<b>150</b>	<b>1</b>
<b>BHARATPUR</b>				
1	GENERAL HOSPITAL (INCLUDING ZANANA HOSPITAL)	BHARATPUR	300	1
<b>Total</b>			<b>300</b>	<b>1</b>
<b>CHITTORGARH</b>				
1	GOVERNMENT HOSPITAL	PRATAPGARH	150	1
<b>Total</b>			<b>150</b>	<b>1</b>
<b>CHURU (Head Quarter at Ratangarh)</b>				
1	B.D.HOSPITAL	CHURU	175	1
<b>Total</b>			<b>175</b>	<b>1</b>
<b>JHALAWAR</b>				
1	S.R.HOSPITAL (INCLUDING ZANANA HOSPITAL)	JHALAWAR	150	1
<b>Total</b>			<b>150</b>	<b>1</b>
<b>JHUNJHUNU</b>				
1	B.D.K.HOSPITAL	JHUNJHUNU	150	1
<b>Total</b>			<b>150</b>	<b>1</b>
<b>KARAULI</b>				
1	GENERAL HOSPITAL	KARAULI	150	1
<b>Total</b>			<b>150</b>	<b>1</b>
<b>TONK</b>				
1	SAHADAT HOSPITAL	TONK	150	1
<b>Total</b>			<b>150</b>	<b>1</b>
<b>BANSWADA</b>				
1	M.G.HOSPITAL	BANSWADA	300	1
<b>Total</b>			<b>300</b>	<b>1</b>
<b>Grand Total</b>			<b>1975</b>	<b>10</b>

## Rajasthan Health Systems Development Project (RHSDP)

### List of Consignee for 300mA X-ray

S.No	NAME OF HEALTH FACILITY	CITY/TOWN	No. of Beds	X-ray 300mA
				Qty.
<b>AJMER (Head Quarter at Bewar)</b>				
1	REFERRAL HOPITAL	KEKRI	50	1
<b>Total</b>			<b>50</b>	<b>1</b>
<b>BARAN</b>				
1	GOVERNMENT HOSPITAL	BARAN	150	1
<b>Total</b>			<b>150</b>	<b>1</b>
<b>BHARATPUR</b>				
1	UPGRADED PHC	BAYANA	50	1
2	GENERAL HOSPITAL (INCLUDING ZANANA HOSPITAL)	BHARATPUR	300	1
3	UPGRADED PHC	DEEG	50	1
<b>Total</b>			<b>400</b>	<b>3</b>
<b>BIKANER</b>				
1	COMMUNITY HEALTH CENTRE	KHAJUWARLA	50	1
<b>Total</b>			<b>50</b>	<b>1</b>
<b>BUNDI</b>				
1	REFERRAL HOSPITAL	NAINWA	50	1
<b>Total</b>			<b>50</b>	<b>1</b>
<b>CHURU (Head Quarter at Ratangarh)</b>				
1	S.M.J. Hospital	Ratangarh	100	1
1	S.B.HOSPITAL	SUJANGARH	100	1
2	GENERAL HOSPITAL	SARDARSHAHAR	75	1
3	REFERRAL HOSPITAL	RAJGARH	50	1
<b>Total</b>			<b>225</b>	<b>3</b>
<b>DAUSA</b>				
1	DISTRICT & REFERRAL HOSPITAL	DAUSA	100	1
<b>Total</b>			<b>100</b>	<b>1</b>
<b>GANGANAGAR</b>				
1	UPGRADED PHC	ANUPGARH	50	1
2	UPGRADED PHC	KARANPUR	50	1
3	REFERRAL HOSPITAL	SURATGARH	50	1
<b>Total</b>			<b>150</b>	<b>3</b>

<b>HANUMANGARH</b>				
1	REFERRAL HOSPITAL	NOHAR	50	1
<b>Total</b>			<b>50</b>	<b>1</b>
<b>JAIPUR</b>				
1	GOVERNMENT HOSPITAL	SANBHAR LAKE	50	1
<b>Total</b>			<b>50</b>	<b>1</b>
<b>JHUNJHUNU</b>				
1	GOVERNMENT HOSPITAL	KHETRI	50	1
2	REFERRAL HOSPITAL	NAWALGARH	50	1
<b>Total</b>			<b>100</b>	<b>2</b>
<b>JODHPUR</b>				
1	GOVERNMENT HOSPITAL	PHALODI	50	1
<b>Total</b>			<b>50</b>	<b>1</b>
<b>KARAULI</b>				
1	COMMUNITY HEALTH CENTRE	HINDON	50	1
<b>Total</b>			<b>50</b>	<b>1</b>
<b>PALI</b>				
1	GOVERNMENT HOSPITAL	SOJAT	100	1
2	REFERRAL HOSPITAL	JETARAN	50	1
3	COMMUNITY HEALTH CENTRE	BALI	50	1
<b>Total</b>			<b>200</b>	<b>3</b>
<b>S. MADHOPUR</b>				
1	UPGRADED PHC	GANGAPUR CITY	50	1
<b>Total</b>			<b>50</b>	<b>1</b>
<b>SIKAR</b>				
1	COMMUNITY HEALTH CENTRE	FATEHPUR	50	1
2	REFERRAL HOSPITAL	NEEM KA THANA	50	1
3	REFERRAL HOSPITAL	SRIMADHOPUR	50	1
<b>Total</b>			<b>150</b>	<b>3</b>
<b>TONK</b>				
1	UPGRADED PHC	MALPURA	50	1
2	REFERRAL HOSPITAL	NIWAI	50	1
<b>Total</b>			<b>100</b>	<b>2</b>
<b>UDAIPUR</b>				
1	UPGRADED PHC	VALLABHNAGAR	50	1
2	UPGRADED PHC	SALUMBAR	50	1

<b>Total</b>			<b>100</b>	<b>2</b>
<b>BANSWADA</b>				
1	COMMUNITY HEALTH CENTRE	KUSHALGARH	50	1
<b>Total</b>			<b>50</b>	<b>1</b>
<b>BHILWARA</b>				
1	COMMUNITY HEALTH CENTRE	JAHAJPUR	75	1
<b>Total</b>			<b>75</b>	<b>1</b>
<b>Grand Total</b>			<b>2200</b>	<b>34</b>

## Rajasthan Health Systems Development Project (RHSDP)

### List of Consignee for 100mA X-ray

S.No	NAME OF HEALTH FACILITY	CITY/TOWN	No. of Beds	X-ray 100mA
				Qty.
<b>ALWAR</b>				
1	GENERAL HOSPITAL (INCLUDING ZANANA HOSPITAL)	ALWAR	332	1
2	COMMUNITY HEALTH CENTRE	RAMGARH	30	1
3	COMMUNITY HEALTH CENTRE	RAINI	30	1
<b>Total</b>			<b>392</b>	<b>3</b>
<b>CHURU (Head Quarter at Ratangarh)</b>				
1	REFERAL HOSPITAL	TARANAGAR	30	1
<b>Total</b>			<b>30</b>	<b>1</b>
<b>DAUSA</b>				
1	COMMUNITY HEALTH CENTRE	SIKRAI	30	1
<b>Total</b>			<b>30</b>	<b>1</b>
<b>DUNGARPUR</b>				
1	UPGRADED PHC	BICHHIWARA	30	1
<b>Total</b>			<b>30</b>	<b>1</b>
<b>GANGANAGAR</b>				
1	COMMUNITY HEALTH CENTRE	PADAMPUR	30	1
<b>Total</b>			<b>30</b>	<b>1</b>
<b>HANUMANGARH</b>				
1	COMMUNITY HEALTH CENTRE	BHADRA	30	1
<b>Total</b>			<b>30</b>	<b>1</b>
<b>JALOR</b>				
1	COMMUNITY HEALTH CENTRE	JASVANTPURA	30	1
<b>Total</b>			<b>30</b>	<b>1</b>
<b>JHUNJHUNU</b>				
1	B.D.K.HOSPITAL	JHUNJHUNU	150	1
2	BLOCK PHC	MAHANSAR	30	1
3	COMMUNITY HEALTH CENTRE	BUHANA	30	1
4	GOVERNMENT HOSPITAL	CHIDAWA	30	1
<b>Total</b>			<b>240</b>	<b>4</b>
<b>JODHPUR</b>				
1	UPGRADED PHC	BALESHAR	50	1
<b>Total</b>			<b>50</b>	<b>1</b>

<b>KARAULI</b>				
1	COMMUNITY HEALTH CENTRE	TODABHIM	30	1
<b>Total</b>			<b>30</b>	<b>1</b>
<b>KOTA</b>				
1	UPGRADED PHC	SULTANPUR	30	1
<b>Total</b>			<b>30</b>	<b>1</b>
<b>NAGAUR</b>				
2	GOVERNMENT HOSPITAL	NAGAUR	150	1
<b>Total</b>				<b>1</b>
<b>PALI</b>				
1	COMMUNITY HEALTH CENTRE	ROHAT	30	1
<b>Total</b>			<b>30</b>	<b>1</b>
<b>BANSWADA</b>				
1	M.G.HOSPITAL	BANSWADA	300	1
<b>Total</b>			<b>300</b>	<b>1</b>
<b>Grand Total</b>			<b>1252</b>	<b>19</b>

## SECTION VII. TECHNICAL SPECIFICATIONS

### Part - A

#### GENERAL TECHNICAL SPECIFICATIONS

##### *I. INTRODUCTION:*

1. Bidders are requested to offer the Equipment as per the specifications attached.
2. Where reference is made in the Technical Specifications to specific standards and code to be met by the goods and materials to be furnished or tested, the provision of the latest current editions or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the contract. Where such standards and codes are national or related to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.
3. **For X-Ray and related equipment in any Line item only such of those bidders who have the approval/authorisation of BARC/AERB or the authority in the bidders' country shall only be considered and this clause to be read in conjunction with qualifying criteria clause.**
4. **Bidder in their own interest can quote for items and services separately if in the view of bidder, the purchaser unknowingly omitted or expressively not indicated the requirements of items/services without which, the commissioning or acceptance or otherwise of the equipment of the bidder will be a doubtful proposition.**
5. **The offer will be treated as non – responsive if the warrantee does not cover vacuumatic products also.**
6. Catalogue, Pamphlet, descriptive literature and technical specifications for each item must be forwarded with the offer.
7. All items should be of high quality, durable, and suitable for use in a Hospital. The technical specification of each item delivered shall be that currently in use at the time of delivery.
8. Any other specific conditions / stipulations / requirements mentioned in the Technical Specifications should form an Integral Part of this.
9. The firm should have after sales support in Rajasthan. Company service centre address, Phone numbers should be provided along with the offer.
10. End user training (operational & maintenance) at installation site, to be provided to all concerned till the satisfaction of end user at the time of installation or as & when required during warranty period. Any startup kit required for operation of the machine at the time of training shall be provided by the supplier at no extra cost to the purchaser.
11. The supplier should provide preventive maintenance services yearly during warranty period which will be other than breakdown calls (if any).
12. **All the certificates submitted by the bidder in the bid, should be duly notarized & self signed.**
13. Equipment Manufacturers to Comply with ISO 13485 Certification

Part - B

**Technical specifications of X-Ray Equipments**

**TECHNICAL SPECIFICATIONS 500MA X-RAY MACHINE WITH MOTORISED TABLE**

<b>X-RAY MACHINE</b>	500mA. 125 KVP Full Wave solid State Silicon Rectified X-ray Generator for Radiography suitable for single tube operation as per IS:7620 with latest amendments.
<b>TIMER (RAD.)</b>	The exposure timer should be digital & from 0.02 sec to 5 sec.
<b>CONTROL</b>	Consisting of on and off switches, with Voltmeter, mA meter, quick trip-overload circuit breaker (automatic safety system to block unwanted exposure factors beyond tube rating), Voltage compensator, major and minor KV selector, Tube overload indicator provided, space charge compensator, technic selector. Digital Display of active KVP, & mAs, Anode braking Device. Electronic overload for protection of tube H.V. Cables & H.T. Tank. Independent Fluor KVP Selector. Ready & X-Ray Switch on Control.
<b>Static balancer</b>	50 KVA, 3-phase to 1-phase reduction at 50 Hz. with maximum allowed resistance of 0.25 ohms in 415 volt line.
<b>HV TRANSFORMER</b>	Compact Heavy Duty Transformer comprising HV Silicon Rectifiers, HT Transformer, Filament Transformer, Bushings all immersed in high dielectric strength transformer oil.
<b>ACCESSORIES</b>	Hand Switch with Flexible long cord enables the operator to keep away from the Radiation area during exposure. - Aluminum Filter. - Light Beam Diaphragm.
<b>POWER SUPPLY REQUIREMENT</b>	440V AC, 50 Hz, Three Phase - Max. Allowable line Regulation $\pm 10\%$ .
<b>TUBE UNIT</b>	One No Rotating Anode X-Ray Tube Unit (BEL / TOSHIBA or equivalent) with large & small focus of 1.2 mm & 0.6 mm respectively.
<b>HV CABLE</b>	One Pair of 10 meter High Voltage Cables : Sleeveings - Straight.
<b>STAND</b>	Floor to Ceiling Stand & with Counter Balanced Tube head (Rotatable $\pm 180$ Degree), 360 Degree Rotatable; mounted on Floor Ceiling Rails for convenient movements.

	<p>It should have all necessary locks.  The column should be light in weight.  Protection for the rope failure should be provided with the column stand.</p>
<b>TABLE</b>	<p>Motorized Table having Motorized Buckey &amp; Spot Film Device capable of doing all routine Spot Filming (4 on 1, 2 on 1, 1 on 1) for use with 8" X 10", 10" X 12", 14" X 14" cassettes. Grid Size 15" X 15", Ratio 6:1, 103 lines per inch. Lead glass and fluoroscopic Bucky consists Grid of size 17<sup>1/4</sup>" X 18<sup>7/8</sup>" rasion 8:1, 103 Lines/inch. Grid movements (oscillations) are Motor and CAM operated; Stainless steel cassette tray; compression band, handgrips and Footrest, footstep. In case of power failure, mechanical back tilting facility must be available</p>
<b>VERTICAL BUCKY</b>	<p>Vertical Bucky Stand with moving Grid of Ration 8:1, 103 lines. The Bucky moves up &amp; down &amp; are equipped with a stainless steel cassette. This stand is floor-mounted type &amp; can accommodate cassettes up to 14" X 17".</p>

*Unit should be approved by AERB (Atomic Energy Regulatory Board) for Radiation Safety.*

*Unit should be approved by B.I.S. (Bureau of Indian Standards) for Mechanical & Electrical Safety.*

## TECHNICAL SPECIFICATIONS 300MA X-RAY MACHINE

<b>X-RAY MACHINE</b>	300mA. 125 KVP Full Wave Solid State Silicon Rectified X-ray Generator for Radiography suitable for single Tube Operation as per IS:7620 with latest amendments.
<b>TIMER</b>	The exposure timer should be digital & from 0.02 sec to 5 sec.
<b>CONTROL</b>	Consisting of On & Off Switches, with Voltmeter, MA meter, Quick trip-overload circuit breaker (Automatic safety system to block unwanted exposure factors beyond Tube Rating), Voltage Compensator, Major & Minor KV selector, Tube overload indicator provided, Space charge compensator, technique selector. Digital Display of KVP, & mAs, Anode braking Device. Electronic overload for protection of tube H.V. Cables & H.T. Tank. Ready & X-Ray Switch on Control.
<b>Static balancer</b>	30 KVA capable of converting 3-phase in range 365-400 VAC with 0.2 ohms resistance at 50-60Hz to single phase 230 VAC/50Hz
<b>HV TRANSFORMER</b>	Compact Heavy Duty Transformer comprising HV Silicon Rectifiers, HT Transformer, Filament Transformer, bushings all immersed in oil.
<b>ACCESSORIES</b>	Hand Switch with Flexible long cord enables the operator to keep away from the Radiation area during exposure. - Aluminum Filter. - Light Beam Diaphragm.
<b>POWER SUPPLY REQUIREMENT</b>	440V $\pm$ 10% V AC, 50 Hz, Three Phase -
<b>TUBE UNIT</b>	One No. Rotating Anode Tube (BEL / TOSHIBA or equivalent) with Dual Focus.  - Large Focus 2 mm maximum - Small Focus 1 mm maximum
<b>HV CABLE</b>	One Pair of 10 meter High Voltage Cables : Sleevings - Straight.
<b>STAND</b>	Floor to Ceiling Stand & with Counter Balanced Tube Head (Rotatable+180 Degree), 360 Degree

	<p>Rotatable; mounted on Floor Ceiling Rails for convenient movements.</p> <p>It should have all necessary locks.</p> <p>The column should be light in weight.</p> <p>Protection for the rope failure should be provided with the column stand.</p>
<b>TABLE</b>	<p>5 Position Table Hand tilt; 15 Degree trendelenburg to vertical, Motorised Bucky consisting of 8:1, 103 lines/inch Imported Grid Size 17 <sup>1/4</sup>" X 18 <sup>7/8</sup>"; Stainless Steel Cassette Tray; Compression Band and Foot Rest.</p>
<b>VERTICAL BUCKY</b>	<p>Vertical Bucky Stand with moving Grid of Ratio 8:1, 103 lines/inch. The Bucky moves up &amp; down &amp; are equipped with stainless steel cassette. This stand is floor-mounted type &amp; can accommodate cassettes up to 14" X 17".</p>

*Unit should be approved by AERB (Atomic Energy Regulatory Board) for Radiation Safety.*

*Unit should be approved by B.I.S. (Bureau of Indian Standards) for Mechanical & Electrical Safety.*

## TECHNICAL SPECIFICATIONS 100MA X-RAY MACHINE (ROTATING ANODE)

<b>X-RAY MACHINE</b>	100mA. 100 KVP Full Wave Rectified X-ray Generator HAVING Rotating Anode X-ray Tube as per ISI Specifications.
<b>OUTPUT</b>	As per ISI (IS:7620) with latest amendments.
<b>KVP RANGE</b>	45 to 100KVP
<b>TIMER</b>	The exposure timer should be digital & from 0.02 sec to 5 sec.
<b>CONTROL</b>	Attractive and Ergonomic designed control panel have Digital display of mAs, KVP and Radiographic mA provided with independent Voltmeter to indicate line voltage. mA meter, Voltage fine and coarse to compensate Voltage is provided. Booster transformer is provided in control panel for stabilization of filament voltage. Tech. selector for selection of Rad. mA, KVP selector from 45 to 100 & Time Selector switch for selection of Rad. Ready & X-Ray switches, Bucky selector Switch provided. machine is made On/OFF Switches.
<b>TUBE HEAD</b>	Rotating Anode X-ray Tube (BEL / TOSHIBA or equivalent) with large & small focus of 0.8mm each. Compact Heavy Duty Full Wave Rectified H.T. Transformer, High Voltage Silicon Rectifiers etc. all immersed in High Grade Transformer oil.
<b>MACHINE SAFETY DEVICES</b>	<ul style="list-style-type: none"> <li>• Should have automatic instantaneous X-ray tube &amp; HT transformer over load protector.</li> <li>• Quick Trip Overload Circuit Breaker.</li> <li>• Fuses for all circuits in the machine.</li> </ul>
<b>ACCESSORIES</b>	Light beam cum shutter diaphragm.
<b>POWER REQUIREMENT</b>	440 Volts, Three Phase, AC supply. Max. Allowable Line Regulation $\pm 10\%$ .
<b>STAND</b>	<p>Floor to Ceiling Stand &amp; with Counter Balance Tube Head, 360 Degree Rotatable; mounted on Floor Ceiling Rails for convenient movements.</p> <p>It should have all necessary locks.</p> <p>The column should be light in weight.</p> <p>Protection for the rope failure should be provided with the column stand.</p>
<b>TABLE</b>	5 Position Table Hand tilt; 15 Degree trendelenburg to vertical, Motorised Bucky consisting of 6:1, 103 lines/inch Imported Grid Size 17 <sup>1/4</sup> " X 18 <sup>7/8</sup> "; Stainless Steel Cassette Tray; Compression Band and

	Foot Rest.
<b>VERTICAL BUCKY</b>	Vertical Bucky Stand with moving Grid of Ratio 8:1, 103 lines. The Bucky moves up & down & are equipped with a stainless steel cassette. This stand is floor-mounted type & can accommodate cassettes up to 14" X 17".

*Unit should be approved by AERB (Atomic Energy Regulatory Board) for Radiation Safety.*

*Unit should be approved by B.I.S. (Bureau of Indian Standards) for Mechanical & Electrical Safety.*

## SECTION VII-A : QUALIFICATION CRITERIA

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

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

All bids Submitted shall also include the following information:

- i) The Bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required equipment within the specified time of completion after the meeting all their current commitments.
- ii) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.
- iii) Reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditors report for the past three years, bankers certificate, etc.
- iv) The firm quoting should comply with Part A of the technical specifications, wherever applicable.
- v) Bidder(s) or its authorized agent should be dealing not less than 15 years for the respective item quoted

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

## **SECTION VIII**

### **Bid Form, Price Schedules and other Formats**

## INDEX

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**1. BID FORM**

Date : .....  
Credit No : **3867-IN**  
IFB No : .....

TO: (Name and address of purchaser)

**Project Director, Rajasthan Health Systems Development Project  
RHSDP Block, Swasthya Bhawan, Tilak Marg, Jaipur – 302005, India**

Gentlemen and/or Ladies :

Having examined the Bidding Documents including Addenda Nos..... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... *(Description of Goods and Services)* in conformity with the said bidding documents for the sum of ..... *(Total bid amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for the Bid validity period specified in Clause 16.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Amount	Rupees	
		Name and Purpose of Commission address of agent or gratuity

(if none, state “none”).

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

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

We understand that you are not bound to accept the lowest or any bid you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

Dated this ..... day of ..... 20.....

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(in the capacity of)*

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_

**PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD**  
**(For Group C Bids)**

1	2	3	4	5			6	7	8	9	
<u>Schedule</u>	<u>Item</u>	<u>Country</u>	<u>Quantity</u>	<u>Price for each unit</u>			<u>Unit Price</u>	<u>Total Price</u>	<u>Agent's</u>	<u>Agent's</u>	
<u>No.</u>	<u>Description</u>	<u>of</u> <u>Origin</u>	<u>and</u> <u>Unit</u>	FOB Port of Loading	CIP destination ..... .....	Inland Transportation, Insurance & other Local Costs Incidental to Delivery, if Specified	Incidental Services Listed in SCC		4 x 6	<u>Name</u>	<u>Commission as a</u> <u>%</u> <u>of FOB Price</u> <u>Included in the</u> <u>Quoted Price</u>
				[a]	[b]	[c]	[d]	[b]+[c]+[d]			-

Note:

**Total Bid Price**

(a) *In case of discrepancy between unit price and total price, the unit price shall prevail.*

Currency : \_\_\_\_\_

(b) *Agent's commission shall be paid in local currency only. No change due to exchange variation shall be allowed. Market exchange rate ruling on the date of award in accordance with Clause 12.2 of Instructions to Bidders will be applicable for this purpose.*

In Figures : \_\_\_\_\_

In Words : \_\_\_\_\_

Signature of Bidder : \_\_\_\_\_

Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

Place : \_\_\_\_\_

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

**PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA**  
**(For Group A and Group B Bids)**

1	2	3	4	5			6	7	8	9
<u>Schedule.</u>	<u>Item</u>	<u>Country</u> <u>of</u> <u>Origin</u>	<u>Quantity</u> <u>and</u> <u>Unit</u>	<u>Price for each unit</u>			<u>Unit price</u>	<u>Total</u> <u>Price</u>	* <u>Sales and</u> <u>Other</u> <u>Taxes Payable</u> <u>if</u> <u>Contract is</u>  <u>Awarded</u>	<u>Labour, Raw</u> <u>Material and</u> <u>Components</u> <u>from</u>  <u>Within India</u> <u>Included in the</u> <u>Cost as % of</u>  <u>Ex-works</u> <u>Price in</u> <u>Column 5 [a]</u>
<u>No</u>	<u>Description</u>	<u>Origin</u>	<u>and</u> <u>Unit</u>	Ex-factory Ex- warehouse Ex- showroom Off-the-shelf	Packing and Forwarding	Inland Transportation, Insurance & Other Local Costs Incidental to Delivery	Incidental Services  Listed in SCC			
				[a]	[b]	[c]	[d]	[a]+[b]+[c]+[d]	4 x 6	

**Note:**

(a) *In case of discrepancy between unit price and total price, the unit price shall prevail.*

(b) *For column 9, break-up of the cost of labor, raw materials and components provided from within India should also be indicated separately as specified in Clause 27.1 of Instructions to Bidders*

**Total Bid Price**

Currency : \_\_\_\_\_

In Figures : \_\_\_\_\_

In Words : \_\_\_\_\_

Signature of Bidder : \_\_\_\_\_

Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

Place : \_\_\_\_\_

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

\* **Govt. of Rajasthan** shall issue Form D & Octroi Exemption Certificate.

## 2. BID SECURITY FORM

Whereas .....<sup>1</sup> (*hereinafter called "the Bidder"*) has submitted its bid dated ..... (*date of submission of bid*) for the supply of ..... (*name and/or description of the goods*) (*hereinafter called "the Bid"*).

KNOW ALL PEOPLE by these presents that WE ..... (*name of bank*) of ..... (*name of country*), having our registered office at ..... (*address of bank*) (*hereinafter called "the Bank"*), are bound unto **Project Director, Rajasthan Health Systems Development Project, Jaipur** (*name of Purchaser*) (*hereinafter called "the Purchaser"*) in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) does not accept the correction of errors in accordance with the ITB; or
  
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above

Date:

(Signature of the Bank)

1

\_\_\_\_\_  
*Name of Bidder*

### 3. CONTRACT FORM

**THIS AGREEMENT** made the .....day of....., 20... Between **Project Director, Rajasthan Health Systems Development Project, Jaipur** (*Name of purchaser*) of India (*Country of Purchaser*) (hereinafter called "the Purchaser") of the one part and ..... (*Name of Supplier*) of ..... (*City and Country of Supplier*) (hereinafter called "the Supplier") of the other part :

**WHEREAS** the Purchaser is desirous that certain Goods and ancillary services viz., ..... (*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 ..... (*Contract Price in Words and Figures*) (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 be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under:

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	Total Price	DELIVERY TERMS

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said ..... (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said ..... (For the Supplier)

in the presence of:.....

**4. PERFORMANCE SECURITY FORM**

To: **Project Director Rajasthan Health Systems Development Project, Jaipur** (Name of Purchaser)

**WHEREAS** ..... (Name of Supplier)

hereinafter called "the Supplier" has undertaken , in pursuance of Contract (Notification of Award) No..... dated,..... 2005 to supply.....  
.....(Description of Goods and Services) hereinafter called "the Contract".

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors

.....  
.....  
.....

Date.....20.....

Address : .....

.....

**5. BANK GUARANTEE FOR ADVANCE PAYMENT**

To: **Project Director Rajasthan Health Systems Development Project, Swasthaya Bhawan, Jaipur.**

\_\_\_\_\_ (*name of Contract*)

Gentlemen:

In accordance with the provisions of the Special Conditions of Contract which amends Clause 16 of the General Conditions of Contract \_\_\_\_\_ (*name and address of Supplier*) (hereinafter called "the supplier") shall deposit with **Project Director Rajasthan Health Systems Development Project, Jaipur** (*name of Purchaser*) a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ (*amount of guarantee*)\* \_\_\_\_\_ (*in words*).

We, the \_\_\_\_\_ (*bank or financial institution*), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to **Project Director Rajasthan Health Systems Development Project, Jaipur** (*name of Purchaser*) on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding \_\_\_\_\_ (*amount of guarantee*)\* \_\_\_\_\_ (*in words*).

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between **Project Director Rajasthan Health Systems Development Project, Jaipur** (*name of Purchaser*) and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until \_\_\_\_\_

Yours truly, .....  
Signature and seal: .....  
Name of bank / financial institution: .....  
Address: .....  
Date: .....

\* An amount is to be inserted by the bank representing the amount of the Advance Payment.

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

**6. MANUFACTURERS' AUTHORIZATION FORM\***

No. \_\_\_\_\_ dated

To

Dear Sir:

IFB No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ (*name and description of goods offered*) having factories at \_\_\_\_\_ (*address of factory*) do hereby authorize M/s (*Name and address of Agent*) to submit a bid, and sign the contract with you for the goods manufactured by us against the above IFB.

No company or firm or individual other than M/s \_\_\_\_\_ are authorized to bid, and conclude the contract for the above goods manufactured by us, against this specific IFB

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract and Clause 10 of the Special Conditions of Contract for the goods and services offered for supply by the above firm against this IFB.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: \* This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.

**7. PROFORMA FOR PERFORMANCE STATEMENT**

(For a period of Last five years)

(Please see ITB Clause 38.2 and Para 4 of Section III Instructions to Bidders)

Bid No..... Date of opening ..... Time ..... Hours

Name of the Firm .....

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

**Signature and Seal of the Bidder .....**

**8. PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER**

BID NO. .... DATE OF OPENING : .....

NAME OF THE BIDDER : .....

(Note : All details should relate to the manufacturer for the items offered for supply)

1. Name & full address of the Manufacturer
2. (a) Telephone & Fax No                      Office/Factory/Works  
(b) Telex No.                                      Office/Factory/Works  
(c) Telegraphic address :
3. Location of the manufacturing factory.
4. Details of Industrial License, wherever required as per statutory regulations.
5. Details of important Plant & Machinery functioning in each dept. (Monographs & description pamphlets be supplied if available).
6. Details of the process of manufacture in the factory.
7. Details & stocks of raw materials held.
8. Production capacity of item(s) quoted for, with the existing Plant & Machinery
  - 8.1 Normal
  - 8.2 Maximum
9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
10. Details of staff:
  - 10.1 Details of technical supervisory staff in charge of production & quality control.
  - 10.2 Skilled labour employed.
  - 10.3 Unskilled labour employed.
  - 10.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.
11. Whether Goods are tested to any standard specification? If so, copies of original test certificates should be submitted in triplicate.
12. Are you registered with the Directorate General of Supplies and Disposals, New Delhi 110 001, India? If so, furnish full particulars of registration, period of currency etc. with a copy of the certificate of registration.

.....  
Signature and seal of the Manufacturer

(Name of the Project)  
(Declaration regarding Deemed Export Benefits)

(Bidder's Name and Address):

To:.....  
(Name of the Purchaser)

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.
2. We are furnishing below the information required by the Purchaser for issue of Project Authority/ Payment certificate in terms of the Export and Import Policy of the Government of India:

- |         |                                                                                            |                                                          |
|---------|--------------------------------------------------------------------------------------------|----------------------------------------------------------|
| (A) (i) | Value of import content of supply to be made by the Bidder:                                | *Rs. _____<br>(exchange rate one US\$ = Rs ____)         |
| (B) (i) | Name of the sub-contractor, if any, and whose name is to be included in the main Contract: | _____<br>_____                                           |
| (ii)    | Description, quantity and value of the goods to be supplied by the above sub-contractor:   | Description _____<br>Quantity _____<br>Value (Rs.) _____ |
| (iii)   | Value of import content of supply to be made by the sub-contractor:                        | Rs. _____<br>(exchange rate one US\$ = Rs ____)          |

*(The requirements listed above are as per current Export and Import Policy of Government of India. These may be modified, if necessary, in terms of the Export and Import Policy in force.)*

Date: \_\_\_\_\_ (Signature) \_\_\_\_\_

Place: \_\_\_\_\_ (Printed Name) \_\_\_\_\_

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

\* Please attach details item-wise with cost.

### **Consignee Acceptance Certificate**

(to be issued by purchaser's representative/ Consignee's authorized representative)

The following Stores have been received in Good Condition and accepted:

1. Description of the item(s) supplied :
2. Name of Supplier :
3. a) Quantity Supplied :  
b) Quantity supplied in damaged condition, if any:
4. Name and address of the consignee :
5. Date of receipt of consignee :
6. Date of Installation and demonstration, if required:
7. Signature of Authorized representative of consignee with date:
8. Seal of consignee :
9. Telephone number of the consignee:
10. Facsimile number of the consignee

## **SECTION - IX**

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

#### **As of March 2003**

For the information of Borrowers and Bidders, and with reference to paragraph 1.6, footnote 9, of the *Guidelines: Procurement under IBRD Loans and IDA Credits*, dated January 1995 (revised January and August 1996 and September 1997, and January 1999), set forth below is a list of countries from which Bidders, Goods and Services are not eligible to participate in procurement financed by the World Bank or IDA<sup>2</sup>.

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

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

The Loan/Credit Agreement also prohibits a withdrawal from the Loan / Credit Account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. At the present time, this prohibition applies to no country.

#### **Notes:**

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1. The most current listing of eligible countries can be viewed on the Public Information Center's Web page at:  
<http://www.worldbank.org/html/pic/PROCURE.html>. A list of firms debarred from participating in World Bank projects is available at:  
<http://www.worldbank.org/html/opr/procure/debarr.html>.

2. Any questions regarding this list should be addressed to the Senior Manager, Procurement Policy and Services Group, Operational Core Services Network, The World Bank

*SK/lr                      Friday, January 23, 2004*

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2. Any questions regarding this list should be addressed to the Senior Manager, Procurement Policy and Services Group, Operational Core Services Network, The World Bank