

NATIONAL COMPETITIVE BIDDING

FOR SUPPLY

OF

MEDICAL EQUIPMENT

UNDER

RAJASTHAN HEALTH SYSTEMS DEVELOPMENT PROJECT

Bid Reference : HSCC\PUR\RHSDP\EQUIP\2007\NCB\01

HSCC (INDIA) LIMITED

(A Govt. of India Enterprise)

Plot No. 6(A), Block-E, Sector-1, NOIDA-201 301

Phone : 91-0120-2542436/37/38/40/43,91, 2443103 Gram : HOSCONCORP
Fax : 91-0120-2542447, 2533001 E-mail : hsccltd@nda.vsnl.net.in

**RAJASTHAN HEALTH SYSTEMS DEVELOPMENT PROJECT
GOVERNMENT OF RAJASTHAN
THROUGH
HSCC (I) LTD.
E-6A, SECTOR I, NOIDA, U.P. 201301**

**NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF
HOSPITAL EQUIPMENT**

BID REFERENCE : HSCC\PUR\RHSDP\EQUIP\2007\NCB\01

DATE OF COMMENCEMENT OF
SALE OF BIDDING DOCUMENT : 20.03.2007.

LAST DATE FOR SALE OF
BIDDING DOCUMENT : 23.04.2007.

LAST DATE AND TIME FOR
RECEIPT OF BIDS : 24.04.2007, 26.04.2007, 30.04.2007
03.05.2007 & 07.05.2007 upto
14:00 hrs (IST)

TIME AND DATE OF OPENING
OF BIDS : At 14:30 hrs (IST) on 24.04.2007,
26.04.2007, 30.04.2007, 03.05.2007
& 07.05.2007.

PLACE OF OPENING OF BIDS : HSCC (I) Ltd.
Plot No.6 (A), Block –E,
Sector – 1, NOIDA (U.P.) - 201301,
INDIA.

ADDRESS FOR COMMUNICATION : Chief General Manager (Proc),
HSCC (India) Ltd.,
Plot No.6 (A), Block –E,
Sector – 1, NOIDA (U.P.)-201301,
INDIA.

Telephones : 91-0120-2542436/37/38/40/43,2443103
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Fax : 91-0120-2542447,
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E-mail : hsccltd@nda.vsnl.net.in

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INVITATION FOR BIDS

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

THROUGH

**HSCC (INDIA) LIMITED
Plot No. 6(A), Block-E, Sector-1, NOIDA-201 301**

NATIONAL COMPETITIVE BIDDING (NCB)

INVITATION FOR BIDS (IFB)

Date: 20.03.2007.

Project Name : RAJASTHAN HEALTH SYSTEMS DEVELOPEMENT PROJECT
Credit No : 3867-IN

IFB No : HSCC\PUR\RHSDP\EQUIP\2007\NCB\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 the following:-

Line Item No.	Description	Qty in No's	Date of Submission of Offers
1	Dental X - Ray	68	24.04.2007
2	Bi - Phasic Defibrillator	44	
3	Blood Gas Analyzer	14	
4	Ultrasound Scanner with two Probes	10	
5	ECG	178	26.04.2007
6	Laboratory Incubators	68	
7	Autoclave HP (Horizontal)	26	
8	Instrument Sterilizer	598	30.04.2007
9	Cardiac Monitors	108	
10	Ventilators	19	
11	Pulse Oximeter	104	
12	Diathermy Machines	65	03.05.2007
13	Endoscope Fibre Optic	11	
14	Operation Table (Hydraulic)	99	
15	OT Light Mobile (Shadowless)	166	07.05.2007
16	Computers	212	
17	a) Refrigerators 210 lit. b) Refrigerators 310 lit.	177 81	

3. Interested eligible Bidders may obtain further information from and inspect the complete set of bidding documents at the address given below:

**Chief General Manager (Proc.),
HSCC (I) Ltd.,
Plot No. 6 (A),
Block – E, Sector-1,
NOIDA (U.P.)-201301, INDIA.**

Telephones : 91-0120-2542436/37/38/40/43, 2443103.
Gram : HOSCONCORP, Fax : 91-0120-2542447, 2533001,
E-mail : hsccltd@nda.vsnl.net.in

4. A complete set of the Bidding Documents may be purchased by any interested eligible bidder on the submission of a written application to the Chief General Manager (Proc), HSCC (India) Limited at the above address and upon payment of non-refundable fee of Rs. 3000 in the form of Demand Draft /Cashier's Cheque /Certified Cheque in favour of HSCC (I) Ltd., payable at Noida / Delhi. Bidding documents requested by mail will be dispatched by Registered Post/Speed Post/Courier Service on payment of an extra amount of Rs. 200. HSCC will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same.
5. The provisions in the Instructions to Bidders and in the General Conditions of contract are based on the provisions of the World Bank Standard Bidding Document Procurement of Goods.
6. The bidding documents may be obtained from the office of HSCC (I) Ltd., Plot No.6 (A), Block – E, Sector-1, NOIDA (U.P.)-201301, INDIA during office hours namely, from 10.00.hrs. to 13.00 hrs. and from 1430 hrs to 1630 hrs, on all working days either in persons or by post.

(a)	Price of bidding document (non-refundable)	:	Rs. 3000.00
(b)	Postal charges, inland	:	Rs. 200.00
(c)	Postal charges, overseas	:	Rs. 500.00
(d)	Date of commencement of sale of bidding document	:	20.03.2007
(e)	Last date for sale of bidding document	:	23.04.2007.
(f)	Last date and time for receipt of bids	:	24.04.2007, 26.04.2007, 30.04.2007, 03.05.2007 & 07.05.2007 upto 14:00 hrs (IST)
(g)	Time and date of opening of bids	:	24.04.2007, 26.04.2007, 30.04.2007, 03.05.2007 & 07.05.2007 at 14:30 hrs (IST)
(h)	Place of opening of bids	:	HSCC (I) Ltd., Plot No.6 (A), Block – E, Sector-1, NOIDA (U.P.)-201301, INDIA.
(i)	Address for Communication	:	CGM (Proc) HSCC (I) Ltd., Plot No.6 (A), Block – E, Sector-1, NOIDA (U.P.)-201301, INDIA.

7. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the above office at the date and time indicated above.
8. The bidder must quote for all equipments, with full quantities mentioned therein, covered under Line Item. Bidders, not complying with the same above, will be treated as **non responsive**.
9. Bids will be opened in the presence of Bidder's representatives who choose to attend on the specified date and time at the office addressed above.
10. In the event of the specified date being declared as a closed holiday for purchaser's office, the due date for submission of bids will be the following working day at the appointed times.
11. Tender Document can also be viewed at our Website www.hsccltd.com. However, the Tender Document given in the website is meant for inspection. The tenderers intending to participate in the Bidding process should purchase the bids from HSCC's office as mentioned above. No downloaded document will be accepted.
12. Pre-bid meeting will be held on April 3rd, 2007 at 11.00 Hrs at HSCC office in the aforesaid address mentioned at Sr. No. 3 above.

SECTION II : INSTRUCTIONS TO BIDDER

SECTION II: INSTRUCTIONS TO BIDDERS

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A. Introduction

1. Source of Funds

- 1.1 The Government of India has received/applied for a Credit from the International Development Association for Reconstruction and Development (hereinafter called Bank) in various currencies equivalent to US Dollars 89 Millions towards the cost of the **Rajasthan Health Systems Development Project, Jaipur, India** and intends to apply part of the proceeds of this Credit to eligible payments under the Contract(s) for which this Invitation for Bid is issued.
- 1.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Credit Agreement, and will be subject in all respects to the terms and conditions of that agreement. The Credit Agreement prohibits a withdrawal from the Credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Credit Agreement or have any claim to the Credit proceeds.

2. Eligible Bidders

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

3. Eligible Goods and Services

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

4. Cost of Bidding

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

B. The Bidding Documents

5. Content of Bidding Documents

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

- (a) Instruction to Bidders (ITB);
- (b) General Conditions of Contract (GCC) ;
- (c) Special Conditions of Contract (SCC) ;
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Bid Form and Price Schedules;
- (g) Bid Security Form;
- (h) Contract Form;
- (i) Performance Security Form
- (j) Performance Statement Form;
- (k) Manufacturer's Authorization Form;
- (l) Bank Guarantee for Advance Payment Form; and
- (m) Equipment and Quality Control Form.

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

6. Clarification of Bidding Documents

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

7. Amendment of Bidding Documents

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

C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Constituting the Bid

9.1 The bid prepared by the Bidder shall comprise the following components:

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

10. Bid Form

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

11. Bid Prices

11.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

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

- (i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable:
 - a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
 - b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
- (ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
- (iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
- (iv) the price of other incidental services listed in Clause 8 of the Special Conditions of Contract.

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

11.4 Fixed Price. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 24.

12. Bid Currencies

12.1 Prices shall be quoted in Indian Rupees:

13. Documents Establishing Bidder's Eligibility and Qualifications

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 (as per authorization form in Section XII) by the goods' Manufacturer or producer to supply the goods in India.
[Note: Supplies for any particular item of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturer's for the same item in the bid will be treated as non-responsive.]
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VI-A. To this end, all bids submitted shall include the following information:
 - (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
 - (ii) Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (suggested proforma given in Section XI);
 - (c) that the bidder will assume total responsibility for the fault free operation and maintenance during the warranty period .

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

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

15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount as specified in Section-V - Schedule of Requirements.
- 15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be denominated in Indian Rupees and shall:

- (a) at the bidder's option, be in the form of either a certified check, letter of credit, a demand draft, or a bank guarantee from a nationalized/Scheduled Bank located in India or by a reputable banking institution selected by the bidder and located abroad in any eligible country;
 - (b) be substantially in accordance with one of the form of bid security included in Section VIII or other form approved by the Purchaser prior to bid submission;
 - (c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 15.7 are invoked;
 - (d) be submitted in its original form; copies will not be accepted; and
 - (e) remain valid for a period of 45 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB Clause 16.2.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.
- 15.5 Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.
- 15.7 The bid security may be forfeited:
- (a) if a Bidder (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or
 - (b) in case of a successful Bidder, if the Bidder fails:
 - (i) to sign the Contract in accordance with ITB Clause 34; or
 - (ii) to furnish performance security in accordance with ITB Clause 35.

16. Period of Validity of Bids

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

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

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

17. Format and Signing of Bid

- 17.1 The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the

bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

- 17.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

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

**HSCC (I) Ltd.,
Plot No.6 (A),
Block – E, Sector-1,
NOIDA (U.P.)-201301, INDIA.**
 - (b) bear the Project Name, the Invitation for Bids(IFB) title and number, and a statement "Do not open before **14.30 hours** on the respective due dates mentioned at IFB (i.e. **24.04.2007, 26.04.2007, 30.04.2007, 03.05.2007 & 07.05.2007.**)
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 18.5 Telex, cable or facsimile bids will be rejected.

19. Deadline for Submission of Bids

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

20. Late Bids

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

21. Modification and Withdrawal of Bids

- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by telex or

cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

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

E. Bid Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

- 22.1 The Purchaser will open all bids, in the presence of Bidders' representatives who choose to attend, at **14.30 hours** on the respective due dates mentioned at IFB (i.e. **24.04.2007, 26.04.2007, 30.04.2007, 03.05.2007 & 07.05.2007.**) and in the following location:

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

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

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

23. Clarification of Bids

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

24. Preliminary Examination

- 24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Agents, without proper authorization from the manufacturer as per Section XII, shall be treated as non-responsive.
 - 24.1.1 Where the Bidder has quoted for more than one item, if the bid security furnished is inadequate for all the items, the Purchaser shall take the price bid into account only to the extent the bid is secured. For this purpose, the extent to which the bid is secured shall be determined by evaluating the requirement of bid security to be furnished for the item included in the bid (offer) in the serial order of the Schedule of Requirements of the Bidding document.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

- 24.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 7), Warranty (GCC Clause 15), Force Majeure (GCC Clause 25), Limitation of liability (GCC Clause 29), Applicable law (GCC Clause 31), and Taxes & Duties (GCC Clause 33) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

25. Deleted

26. Evaluation and Comparison of Bids

- 26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24 for each item separately. No bid will be considered if the complete requirements covered of the item is not included in the bid. However, as stated in Para 11, Bidders are allowed the option to bid for any one or more items and to offer discounts for combined items. These discounts will be taken into account in the evaluation of the bids so as to determine the bid or combination of bids offering the lowest evaluated cost for the Purchaser in deciding award(s) for each item.
- 26.2 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.
- 26.3 Deleted.
- 26.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 26.5 and in the Technical Specifications:
- (i) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
 - (ii) delivery schedule offered in the bid;
 - (iii) deviations in payment schedule from that specified in the Special Conditions of Contract;
 - (iv) The availability in India of spare parts and after sales service for the goods/equipment offered in the bid;
 - (v) The cost of incidental and warranty services
- 26.5 Pursuant to ITB Clause 26.4, one or more of the following evaluation methods will be applied:
- (a) *Inland Transportation, Insurance and Incidentals:*

- (i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITB Clause 11.2 (iii).

The above costs will be added to the bid price.

(b) *Delivery Schedule:*

- (i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each bid after allowing for reasonable transportation time. Treating the date as per schedule of requirements as the base, a delivery "adjustment" will be calculated for other bids at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the bid price for evaluation. No credit will be given to earlier deliveries and bids offering delivery beyond 1 month of stipulated delivery period will be treated as unresponsive.

(c) *Deviation in Payment Schedule:*

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

(d) *Spare parts and After Sales Service Facilities in India:*

The cost to the purchaser of establishing the minimum service facilities and parts inventories, if quoted separately, shall be added to the bid price.

(e) The purchaser will add to the bid price the following as quoted by the bidder:

- i) the cost of other incidental services

27. Deleted.

28. Contacting the Purchaser

- 28.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.
- 28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

F. Award of Contract

29. Postqualification

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

30. Award Criteria

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

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

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

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

32.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

33. Notification of Award

33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.

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

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

33.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address 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 21 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

35. Performance Security

35.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.

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

36 Corrupt or Fraudulent Practices

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

- (a) defines, for the purposes of this provision, the terms set forth as follows :
 - (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 or omission of facts in order to influence a procurement process or the execution of a contract.
 - (iii) “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non competitive level; and
 - (iv) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive practice or coercive practices in competing for the contract in question;
- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of a loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactorily to the Bank to remedy the situation;
- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank financed contract; and
- e) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a Bank loan, requiring Bidders, suppliers, Contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

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

SECTION III : GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

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

2. Application

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

3. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in the member countries and territories eligible under the rules of the World Bank as further elaborated in SCC.

3.2 For purposes of this Clause "origin" means the place where the Goods are mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

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

5. Use of Contract Documents and Information

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

6. Patent Rights

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

7. Performance Security

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

8. Inspections and Tests

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

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

9. Packing

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

10. Delivery and Documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

14. Spare Parts

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

15. Warranty

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

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.

16.4 Payment shall be made in **Indian Rupees**.

17. Prices

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

18. Change Orders

18.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

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

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

19. Contract Amendments

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

20. Assignment

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

21. Subcontracts

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

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

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

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

24. Termination for Default

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

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

27. Termination for Convenience

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

28. Settlement of Disputes

- 28.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 28.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 28.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (c) the Purchaser shall pay the Supplier any monies due the Supplier.

29. Limitation of Liability

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

30. Governing Language

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

31. Applicable Law

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

32. Notices

32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.

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

33. Taxes and Duties

33.1 Deleted.

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

SECTION IV : SPECIAL CONDITIONS OF CONTRACT

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

(a) The Purchaser is **Project Director Rajasthan Health Systems Development Project Swasthya Bhawan, RHSDP Block, Tilak Marg, Jaipur – 302005, India**

(b) (b) The Supplier is

2. Country of Origin (GCC Clause 3)

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

3. Performance Security (GCC Clause 7)

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

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

3.2 Substitute Clause 7.3 (b) of the GCC by the following:

A cashier’s cheque or banker’s certified cheque or crossed demand draft or pay order drawn in favour of Project Director Rajasthan Health Systems Development Project, Jaipur.

3.3 Substitute Clause 7.4 of the GCC by the following:

The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier’s performance obligations, including the warranty obligation, under the contract.

3.4 Add as Clause 7.5 to the GCC the following:

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

4. Inspection and Tests (GCC Clause 8)

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

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

The supplier shall 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 like TUV / SGS/ Loydds / SriRam / Crown Agency / BVQI 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)

Add as Clause 9.3 of the GCC the following:

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

i) Project : Rajasthan Health Systems Development Project

ii) Item Name :

iii) Facility Name :

iv) Supplier's Name :

v) Allocated qty :

Purchaser's Name : Rajasthan Health Systems Development Project

Government of Rajasthan

SWASTHYA BHAWAN, RHSDP Block,

TILAK MARG, C-SCHEME

JAIPUR-302005

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

Fax No. : + 0141-2228778



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

i) RHSDP supplies, Govt. of Rajasthan

ii) Service support No. and address,

iii) E-mail address,

iv) Manufacturers address

v) Date of installation

vi) Expiry of Warranty period

6. Delivery and Documents (GCC Clause 10)

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

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

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

7. Insurance (GCC Clause 11)

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

8. Incidental Services (GCC Clause 13)

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

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

9. Spare Parts (GCC Clause 14)

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

Add as clause 14.2 to the GCC the following:-

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

10. Warranty (GCC Clause 15)

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

In partial modifications of the provisions, the warranty shall remain valid for 36 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 42 months after the date of shipment from the place of loading whichever period concludes earlier.

- (ii) Substitute Clause 15.4 of the GCC by the following:

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

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

- (iii) GCC Clauses 15.4 and 15.5:

The period for correction of defects in the warranty period is 5 days.

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

- a) Payment for Goods and Services shall be made by Project Director, RHSDP, Jaipur in Indian Rupees, as follows:
- (i) *Advance Payment*: Ten percent of the Contract Price shall be paid within 30 days of signing of Contract against a simple receipt and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in the bidding document.
 - (ii) *On Delivery*: Eighty percent of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in SCC Clause 6 above; and
 - (iii) *On Final Acceptance*: the remaining ten percent of the Contract Price shall be paid after installation and commission of the equipment to the supplier within 30 days after the date of the acceptance certificate issued by the Purchaser’s representative for the respective delivery.

12. **Prices (GCC Clause 17)**

Substitute clause 17.1 of the GCC with the following:

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

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

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

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

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

14.1 For delays :

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

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

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

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. 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. **Notices (Clause 32)**

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

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

Supplier: (To be filled in at the time of Contract signature)

.....

17. Progress of Supply

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

- Quantity offered for inspection and date;
 - Quantity accepted/rejected by inspecting agency and date;
 - Quantity despatched/delivered to consignees and date;
 - Quantity where incidental services have been satisfactorily completed with date;
 - Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
 - Date of completion of entire Contract including incidental services, if any; and
 - Date of receipt of entire payments under the Contract
- (in case of stage-wise inspection, details required may also be specified).

18. Miscellaneous conditions:

1. Compliance statement mentioning make, model, country of origin with deviations, if any as per technical specifications should be submitted along with the offer.
2. Stabilizers/CVT/UPS of suitable capacity should be supplied along with the items, if necessary. Wherever it is specifically mentioned in the specifications for UPS/ Stabilisers/ CVT, it should be supplied as per specifications. UPS/ Stabilisers/ CVT supplied by the firm shall also carry the same warranty as of the equipment supplied.
3. The firm should have after sales support in Rajasthan. Company service centre address, Phone numbers should be provided along with the offer.
4. 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.
5. The supplier should provide preventive maintenance services yearly during warranty period which will be other than breakdown calls (if any).
6. All the certificates submitted by the bidder in the bid, should be duly motorized & self signed.
7. **All the pages of the offer / bid / quotations submitted should be page numbered and Indexed and the same should be certified in the covering letter of the offer**
8. **Inspection call should be given after ensuring pre-dispatch inspection made through an ISO certified Inspection Agency like TUV / SGS / Loydds / SriRam / Crown Agency / BVQI.**
9. The firm submitting their offer should provide the following for easy traceability of tendered technical parameters viz a viz the quoted technical offer:
 - a) The compliance statement submitted for each of the respective technical parameter should be identifiable with the page numbers of the quotation or technical catalogue / data sheet submitted for verification.
 - b) The quotation or technical catalogue / data sheet should also be marked with marker & the serial number (as mentioned in compliance statement) should be mentioned there on the basis of "a" above.

NOTE:

1. Purchase Order (Notification of Award) will be issued by RHSDP.
2. Contract would be between the firm & RHSDP.
3. Performance Security will be in favour of RHSDP directly.
4. Payment will be released by RHSDP directly.

SECTION V : SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS

Line Item No.	Description	Qty in No's	Bid Security in Rupees	Delivery Schedule
1	Dental X - Ray	68	136000	Within 90 days from the date of signing of contract
2	Bi - Phasic Defibrillator	44	200000	
3	Blood Gas Analyzer	14	140000	
4	Ultrasound Scanner with two Probes	10	120000	
5	ECG	178	60000	
6	Laboratory Incubators	68	34000	
7	Autoclave HP (Horizontal)	26	75600	
8	Instrument Sterilizer	598	60000	
9	Cardiac Monitors	108	179200	
10	Ventilators	19	209000	
11	Pulse Oximeter	104	56000	
12	Diathermy Machines	65	104000	
13	Endoscope Fibre Optic	11	88000	
14	Operation Table (Hydraulic)	99	87400	
15	OT Light Mobile (Shadowless)	166	75000	
16	Computers	212	208000	
17	a) Refrigerators 210 lit. b) Refrigerators 310 lit.	177 81	79200	

Terms of Delivery:

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

SECTION VI : TECHNICAL SPECIFICATIONS

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 do not cover vacuumatic products also, wherever applicable.**
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.

Part - B

GENERAL TECHNICAL SPECIFICATIONS

Dental X-Ray Specifications

1. Dental X- ray unit with 70 KV 7 mA with Scissor Arm/ Long reach arm

The X ray mounted on an Articulated Scissor Arm/long reach arm, Freely movable, well balanced on 4 castors. The complete Arm and stand to be painted with Heat Cure Epoxy and finished with Metallic Powder coating.

Operating Voltage: 190-260 V AC-50 Hz, 1 ph

Exposing Time:0.05 to 5 Secs

Features:

Digital Display provided for Exposure time setting.

Separate Hand operated switch to be provided for the remote control of X-Ray Exposure.

Easy Exposure time set control by soft touch buttons

Automatic Power cut-off at low/high voltage as a Safety measure of X-Ray tube Head.

Microprocessor based controller for setting accurate Exposure time.

X-ray Tube Angulations :

X-ray tube movable, to any position convenient to the patient, with the help of Arm and hinge arrangements. The X-ray Tube can also be rotated around it axis both vertically (270 Degree) and horizontally (360 Degree) to help selection of correct angulations.

X-ray beam limited device – 20 cm cylindrical cone.

X-Ray Generator: Self rectified oil immersed.

The unit should be approved by BIS & AERB at the time of submission of bid.

Specifications for Defibrillator /Monitor/Recorder

Specifications for Defibrillator

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

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

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

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

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

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

The unit should have inbuilt printer/recorder.

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

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

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

It should have integrated high resolution LCD screen with facility for displaying waveforms.

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

The unit should be upgradeable to Automatic External Defibrillation (AED) mode, Pulse Oximetry and Pacer mode at site.

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

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

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

BLOOD GAS ANALYZER

1. Should be able to measure pH, PCO₂, PO₂,
2. Should give additional calculated parameters including at least TCO₂, HCO₃, Base excess, A-aDO₂, Buffer Base, Hematocrit etc.
3. Should have input parameters of patient Temperature, Hemoglobin, FIO₂, at least 14 digit patient ID.
4. Should have a sample temperature control of 37 degree C
5. Analysis time should not be more than 100 seconds.
6. Should have a Calibration Automatic or on demand.
7. Should not have any Gas Cylinders.
8. Should work on whole blood and should have Syringe sampling.
9. Should be a portable unit with numeric keypad, graphic display, inbuilt printer and RS232 computer interface port.
10. Analyzer with memory of storing patient data / result will be preferred.
11. System should be supplied complete with all standard accessories, electrodes & start up kits.
12. Life of Electrodes should be of 2 years.
13. Reagent should not expire before 3 months after opening the pack of reagents.
14. Reagent costs & electrode costs should be quoted separately.
15. Power input: 220VAC \pm 10%, 50Hz .A suitable UPS of 30 minutes backup should be supplied along with analyzer.
16. Unit should have BIS or CE marked or US FDA approved.
17. Should submit certificate of relevant of IEC safety standards.

DIAGNOSTIC ULTRASOUND MACHINE, HIGH RESOLUTION

Technical Specifications :

A microprocessor controlled ultrasound equipment which is suitable for performing all general multipurpose studies including abdominal, obstetrics/gynecology, small parts evaluation, vascular studies, pediatric studies and interventional procedures. It should have the following specifications.

1. Transducers:

The system should have a digital scan converter capable of supporting 2 or more probes with facility to switch between the transducers. Fast selection of the transducers should be possible with a single key stroke.

The unit should be supplied with:

- (i). One multi frequency (2-5MHz) electronic curved transducer having capability specify FOV and available frequencies.

- (ii) Trans vaginal probe 5-7.5 MHz (Multi Frequency)

HIGH RESOLUTION & OTHER FEATURES

2. System operating & display modes:

The system should include B, 2B (live), 4B, B+M side and up down formats with variable speeds of M-Mode, 2B/m with connection.

3. Keyboard:

Full alpha numeric keyboard with

Black/White conversion

Right/Left conversion

Per & post processing functions

Adjustable dynamic range

Multiple duplex image formats

LAN port should be available.

4. Display Monitor

12”(inch) or larger high resolution monitor

Swivel and tilt facilities.

5. Software

- (a). Gray shades-256(8-bits) in 2D & 64 (6-bits) in M-Mode.
 - (b). Probe frequency and frame rates to be specified on screen.
 - (c). TGC control: enabling multi-step transmits focusing.
 - (d). Magnification in real time & frozen mode, factor to be specified.
 - (e). Zoom (ROI Zoom)
 - (f). Scrolling facility should be possible after magnification.
 - (g). Minimum 20 cm scan depth.
 - (h). Standard measurements and calculations.
 - (i). Trackball/mouse with four sets of calipers for measurements.
 - (j). 2D circumference/area by ellipse continuous trace by points.
 - (k). M-Mode distance (depth/time/slope).
 - (l). Heart Rate.
 - (m). 2D volume and ratio.
 - (n). Standard examination specific calculations and packages for obstetrics and Gynaecology,(twin and early Pregnancy)
 - (o). Capability of producing reports directly onto a printer to be supplied with the system.
 - (p). Cine loops of minimum 256 frames.
 - (i). There should be minimum 500 image storage capacity.
 - (j). Facility to transfer image on internet.
- 6.** Integrated mobile trolley with foot switch.
- 7.** Unit will be operated on 220 Volts $\pm 10\%$, 50Hz, 10 amp. Power line, working temperature range 10 to 40°C. A suitable UPS of 30 minutes battery backup should be supplied along with the machine.
- 8.** Sweep will be at least 12.5 , 25 & 50 mm/sec for M & B+M mode.
- 9.** Ultra sound guided biopsy facility.
- 10.** Annotation/labeling biopsy facility.
- 11.** Automation gain control/time gain control.
- 12.** Dual image display memory for image analysis.
- 13.** Independent brightness control.
- 14.** Magnification capability along with up & down scroll.
- 15.** Freeze facility, freeze switch on the transducer handle, keyboard, foot switch.
- 16.** Multi function caliper with trackball for measurement of depth, ratio, distance, area, volume, velocity, angle, heart rate up to 4 or more measurements possible on one range.
- 17.** Full alpha numeric keyboard with multiple measurements like BPD, CRI, G.S, HC, FL, AC, Foetal weight etc.
- 18.** Should comply with relevant IS or equipment GMP and standards and / or be CE-marked or equivalent.

ECG MACHINE - SINGLE CHANNEL

1. Automatic & Manual operation.
2. Simultaneous acquisition of all 12 leads.
3. Lead Marking.
4. Auto gain facility.
5. Mains & battery operated unit with in built Rechargeable batteries with charger (charging unit to be included).
6. Minimum 50 tracing on a fully charged battery.
7. Inbuilt thermal array printer.
8. Supply should include: -
 - Patient cable - 10 lead
 - Chest Electrode - reusable
 - Earth Cable
 - Operating Manual
 - Clip Set
 - Electrode Gel Bottle/Tube
 - Thermal Paper rolls (2)
9. Muscle tremor filter & line filter.
10. Mains operating voltage: 190 V AC – 250 V AC Single Phase 50 Hz.
11. Spares: Extra set of patient cable-10 lead.
12. Should have BIS or CE marked or US FDA approved.
13. Should submit certificate of relevant IEC safety standards.

LABORATORY INCUBATOR

Technical Specification:

- 1- Lab Incubator for drying of slides, paraffin embedding, tissue culture work, incubation of antibody test & for Microbiological determinations.
- 2- Double walled construction with complete inner chamber made of highly polished stainless steel of grade 304.
- 3- Outer chamber is made of MS sheet, finished with powder coated paint.
- 4- Unit should provide proper insulation.
- 5- Approx. Size of chamber: 455 X 455 X 455 mm with 2 shelves. The shelves should be made of SS sheet of grade 304 and gauge of 20 and should be in the form of grill or perforated sheet.
- 6- Door has double glass window which facilitate inspection of samples without opening the door.
- 7- Heating elements made of high grade nichrome wire.
- 8- Digital Indicator cum Electronic Controller should be provided.
- 9- The control panel should have, ON / OFF switch.
- 10- Air ventilators are provided on both sides at top to flue away any gas or fumes.
- 11- Should provide 2 nos. test tube stands with minimum capacity of 36 test tubes & should be made of SS 304 grade with minimum gauge of 22.
- 12- Operating voltage: 190 V AC – 250 V AC Single phase 50 Hz.
- 13- Unit should be ISI marked- IS-3118.

AUTOCLAVE HP (HORIZONTAL)

Technical Specifications :

- The Autoclave shall be ISI marked- IS: 3829 – 1978 (part I) with latest amendments. The Autoclave shall be a horizontal cylindrical high pressure sterilizer; Triple walled with Steam jacketed and separate Boiler. The chamber, ring and back plate and steam generator shall be of stainless steel of grade 316. The jacket shall be puff insulated (environment friendly) to minimize the heat losses. The sterilizer shall be provided with a pressure locking type safety door, which locks automatically as soon as the chamber is under pressure, unlocking only when the chamber is exhausted.

- The sterilizer shall be provided with:-
- Multi port main operating valve to control the entire steam sterilization.

- Pressure gauge for jacket.
- Compound gauge for Chamber.
- Plug Screen to avoid chocking of discharge line
- Non-Return Valve.
- Safety Valve.
- Quick Vacuum drying apparatus
- Self-Sterilizing Vacuum Drier.
- Arrangement to avoid contamination of Sterilized Load.
- Automatic accidental Vacuum Breaker.
- Automatic Pressure Control Switch to economise power consumption
- Automatic low water level cut off Devices.
- Indicating lamp of Operation.
- The Unit shall be mounted on aluminum enameled tubular steel frame with ground leveling screwed flanges.
- Unit Design shall include an airtight pressure proof neoprene seal / gasket.

- The equipment shall have a timer with alarm system.
- The Autoclave shall have a single piece door made of Stainless Steel grade 316 with shooting bolts & flush mounting will be SS grade of 304. The jacket shall be made of heavy gauge Stainless Steel Sheet of grade 316 with leak proof argon arc Welding & outer cover will be SS of grade 304.

- All fittings shall be chromium plated preferably.
- Heating Element: Flanged type immersion heating elements made of high-grade material, shall be duly ISI marked (IS: 4159 – 1983) with latest amendments or Equivalent.

- The equipment shall ensure complete safety to the working personnel against explosive openings.

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

INSTRUMENT BOILER-DISINFECTOR (Instrument Sterilizer)

Technical Specification :

- Confirming to IS: 5022: 1989 with latest amendments.
- Electrically heated boiler, disinfection by boiling in antiseptic solution of surgical instruments, Syringes/ Glass & China ware.

- Fully automatic temperature control by the thermostat.
- Single lever fitting of lid and Tray.
- Stainless Steel Construction.
- Complete with safety Cable, Plug & Socket and Perforated Tray.
- Unit filled with heat resistant wiring and thermal cut out.
- All handles and Grips shall be insulated.
- Fitted with Drain out Connection.
- **Power supply:**220-240 V, AC 50 Hz.
- **Approx Size:** 510mm (Length) X 200 mm (Width)x 150 mm (Depth).

- In addition to other instruments, the equipment shall also accommodate Cheetle forceps.

- Unit shall also confirm to IS: 6911-1992 & IS: 4159-1983.

- Equipment must conform to relevant safety and general safety standard for Medical Equipment as per IS8607.

MULTI-PARAMETER PHYSIOLOGICAL MONITOR

1. Should be monitoring the parameter of ECG, RR, SPO₂, HR, NIBP & Temp.
2. Should be integrated colour Active matrix TFT Display.
3. Size of the display should not be less than 10 inches.
4. Should have at least 4 traces (4 channel).
5. Waveform display modes should be moving and fixed.
6. Should have customized Function Key.
7. Facility to enlarge numerical display mode.
8. Should have arrhythmia detection with arrhythmia alarm facility.
9. NIBP mode: Manual & automatic at different intervals. Facility to trigger NIBP measurement when a sudden critical circulation change occurs during periodic NIBP measurement.
10. Should have non-volatile trending facility for at least 24 Hrs.
11. Should operate on both mains and battery.
12. Inbuilt Rechargeable Battery facility should be more than 2 Hours with battery level indicator.
13. Should have Alarm limits with Alarm levels and Alarm indication (Highlighted Message).
14. ECG – 3 & 5 lead measurement.
15. Monitor should be supplied with a monitor bracket & necessary hardware for mounting on a head wall unit.
16. Monitor should be upgradeable to IBP measurement at site.
17. Accessories: 1. 3 & 5 lead ECG cable with disposable electrodes-36 nos.
 2. NIBP Cuff-Adult & Pead.
 3. Temp Probe-Rectal
 4. SpO₂ Probe-Two for Adult & 1 for Pediatric use
18. Monitor should have Electro Cautery protection for OT use.
Should work on 220V AC $\pm 10\%$, 50Hz.
19. Should have BIS or “CE” marked or US FDA approval.
20. Should submit relevant certificate of IEC safety standards.

VENTILATOR

General Purpose and Function

Provision of lung ventilation or respiratory assistance to patients who cannot breathe normally because of illness, trauma, congenital defects or drugs

Clinical application: treating respiratory system illness of adults and children

Performance Requirements

Controlled, assist control, synchronized intermittent mandatory ventilation (SIMV) and pressure support modes of ventilation

Pressure control & Volume control mode of ventilation

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

Controls for tidal volume, rate, fractional concentration of inspired oxygen (FiO_2), PEEP/CPAP, inspiratory flow or I:E ratio, pressure support, sensitivity and pressure limit

Monitoring and display of airway pressure (including peak and mean pressures), respiratory rate, I:E ratio and expired minute volume

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

Inbuilt compressor or external compressor of the same manufacturer.

Screen display of patient parameters including Pressure & flow waveforms

Nebulization for administration of drugs - Inspiration Synchronized

Should have leak, flow & compliance compensation.

Technical Parameters:

Respiratory rate: 5-70 breaths/minute

Tidal volume (In Volume Control): 100-1800 ml

Oxygen concentration: 21-100%

Trigger Sensitivity :- Pressure Sensitivity -20 to 0.1 $\text{cm H}_2\text{O}$ / or flow sensitivity: 1-10 litre/min or both.

PEEP/CPAP: -0-30 $\text{cm H}_2\text{O}$

Pressure support: 0-30 $\text{cm H}_2\text{O}$

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

Inspiratory hold : should be present

Inspiratory pressure: 5-80 $\text{cm H}_2\text{O}$

Flow sensors, if any, should be sterilizable & long life.

Main unit should have:

Humidifier, Temperature compensated, Digital breathing temperature monitoring in Humidifier or in Ventilator

Patient breathing system Silicon, Autoclavable for Adult & paediatric each

Bacteria filters

Built-in battery allowing operation for at least 1 hour

All standard accessories like hinge arm, non corrosive movable trolley with front brakes etc. should be provided.

Power input: 220 VAC $\pm 10\%$, 50Hz.

Should have BIS or CE marked or US FDA approved.

Should submit relevant certificate of IEC safety standard.

PULSE OXIMETER

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

- * LCD display (minimum 4") large digital display of SpO₂, pulse rate and plethysmogram with continuous display of high/low alarm limits pulse strength bar graph.
- * Pulse strength bar graph.
- * Wide range of sensors - finger probe for adult and pediatric.
- * Mains & Battery operated. Power input: 220 VAC $\pm 10\%$, 50Hz.
- * Compact, portable and easy to set up with minimum 4 Hrs. battery backup with battery level indicator.
- * SpO₂ - 0-100%
Accuracy - $\pm 2\%$, 70-100%
 $\pm 3\%$, 50-69%
- * Pulse rate within 30-250 bpm,
Accuracy - $\pm 2\%$ full scale
- * Pulse beep - separately adjustable beep volume (including off), tone frequency varies with the SpO₂ value.
- * Patient alarm - audible and visible alarm with adjustable volume (including off), audible alarm silence key with following alarm range:
 - * SpO₂ Low - off 50-99%
 High - 50-100% off
 - * Pulse rate Low - off 40-100
 High - 70-250, off
- * Should have trend memory for pulse & SpO₂
- * Following alarms to be included:
 - Sensor disconnection
 - Low pulse
 - Low battery

Should have BIS or "CE" marked or US FDA approved.
Should submit certificate of relevant IEC safety standards.

Electrosurgical Unit (Surgical Diathermy)

1. Microprocessor based electrosurgical unit machine with feather touch controls.
2. Solid state electrosurgical generators for monopolar cutting and coagulation and bipolar cut & coagulation.
3. Universal surgical application including under water cutting.
4. Pure cut & 3 blended modes in monopolar cutting
5. Spray coagulation, Force & Soft coagulation
6. Frequency compensation for frequency variation between 48 to 50 Hz
7. Auto start facility in Bipolar coagulation
8. Capability to auto store last used values on front panel if unit is shut off
9. Double paddle explosion protected foot switch & silicon rubber patient plate
10. Automatic switch off circuit when there is break in patient connecting wire and patient plate
11. Monopolar cutting : 400 watt 350 ohms approx.
12. Monopolar TUR : 400 watt 350 ohms approx.
13. Monopolar Coagulation : 300 watt 350 ohms approx.
14. Bipolar Cut : 80 watt, 75 ohms approx.
15. Bipolar Coagulation : 50 watt, 75 ohms approx.
16. Monopolar with TUR at max haemostasis setting : 200watt, 350 ohms approx.
17. Rated frequency Monopolar generator > 300 KHz
18. Standard accessories: Double pedal foot switch with cable, mains cable, Silicon rubber patient plate with cable, Autoclavable electrosurgical handle(2 nos.),Silicon cable(2 nos.), set of electrodes, Bipolar forcep with cable, anti-rusted mobile trolley & different types of Monopolar & Bipolar Forceps.
19. Unit should operate on $220 \pm 12.5\%$ V AC, 50 Hz
20. Unit should have BIS or CE marked or US FDA approved.
21. Should submit certificate of relevant IEC safety standard.

ENDOSCOPE, FIBREOPTIC

- A Gastrointestinal Fiber-optic endoscope machine suitable for quick, easy and reliable performance for all routine endoscopy examinations.
- The unit shall be: clinically proven, of latest design and state of the art technology, highly reliable and robust, capable of producing consistently high quality images, user-friendly, easy to use, ergonomically-designed.
- Optical System:
 - Field of view: 100 Degree, Direction of view: 0 Degree
 - Distal end Outer diameter: 9.8 mm.
 - Bending section: Range of distal end bending: Up 210 degree and down 90 degree, Maximum deflection: 230 degree, Left & Right $120^0 - 120^0$
 - Insertion Tube: Outer Diameter: 9.8 mm.
 - Working length: approx 1,000 mm.
 - Total length: ca. 1,350 mm.
 - Instrument Channel: Inner diameter: 2.8 mm.
 - Biopsy forceps: Minimum visible distance: 3mm.
 - Any values justified to be better than above values will also be accepted.
 - Should have suitable light source with necessary adapters from same manufacturer/brand.
 - Users and Service manuals with complete circuit and wiring diagrams.
 - Should have BIS or CE Marked or US FDA approved.
 - Power input to light source: 220 VAC $\pm 10\%$, 50Hz.
 - Should submit certificate of relevant IEC safety standards.

OPERATION TABLE (HYDRAULIC)

This equipment should have the following:-

Materials:

The materials used in the manufacture of operation tables shall be of complete stainless steel grade 304 & 302 including all its accessories except moulded parts.

Antistatic rubber tread castors should be used.

Approx. Dimensions:

Table top – In SS Grade 304, gauge of at least 20 SWG.

Length - table top length shall be between 180 cm to 195 cm.

Over all width - Shall be between 50 to 55 cm.

Height - in the lowest position (without mattress), the table top shall have a minimum height of 75 cm and at the extreme lifted position (without mattress) 100 cm or more subject to limitation of the hydraulic lift as specified.

Construction:

Base - the base shall be solid and mounted on castors so situated as to give stability to the operation table. The base shall have non-skid compensating floor locks actuated by a foot pedal. The base may also have a foot rail to provide a comfortable foot rest for the surgical team.

Table top – In minimum of five sections, namely, head, trunk (two sections), leg sections and kidney bridge the head section shall be detachable. As for the leg section, it is left to the manufacturer to make it detachable, if so required by the purchaser. The entire table top shall have a jerk free vertical movement. It shall also satisfy the following requirements:-

- (a) Tilted to $40^{\circ} \pm 5^{\circ}$ Trendelenberg and reverse Trendelenburg positions.
- (b) Lateral tilt of $20^{\circ} \pm 2^{\circ}$ in either direction.
- (c) Angulation in flex (90°) and reflex (220°) position in one or several cranking operations.
- (d) The table top may be provided with a perineal cut out for drainage tray.
- (e) Where kidney position is not capable of being obtained by various sections of the table top, a separate kidney elevator shall be provided, which shall be capable of being raised to 150 mm from the table top and shall have a head end control for manipulation.

Head and leg sections - the head section shall be capable of being raised to 40° to 45° and in its reverse position 90° from the trunk portion. The leg section shall be capable of being lowered to at least 90° from the trunk. The head section and the table top shall have controls capable of positioning during operation and the controls shall be situated so as not to interfere with the surgical team. The controls shall be situated at the head end. The various controls may be independent or shall be at one single control point actuated through a gear mechanism with an indicator dial and shall be controlled by a common crank or wheel with folding handles.

Hydraulic lift - the table shall have a hydraulic pump encased in the base for controlling the lift of the table. It shall be operated by a pedal. The table lift shall be minimum 25 cm or more. All controls shall have easy access. All parts intended to be removed by the user shall be easy to replace with parts of the same make and shall be difficult to assemble incorrectly.

Unit must conform to BIS 6106 with latest amendments.

Accessories:

The table shall be provided with the following standard accessories:-

- * Foot extension,
- * Shoulder supports/side supports,
- * Antistatic rubber pads,
- * Anaesthetic screen,
- * Lateral supports or kidney elevator,
- * Leather wristlets,
- * Arms support,
- * Pelvic holder strap and leg strap,
- * Paid of knee crutches/lithotomy leg holders,
- * Intravenous arm board, and
- * 25 to 50 mm thick antistatic foam rubber mattress.

The following shall be quoted for separately as optional items:

- * Neck elevator or shoulder bridge,
- * Radiolucent table top for radiography with cassette tray and necessary guide,
- * Lateral cassette holder,
- * Stainless steel transurethral tray with wire mesh screen,
- * Instrument tray, and
- * Neurosurgical attachment.

Shadow less Lamp (Mobile)

Technical Specification:

- Mobile light on 4 castors.
- Single dome type (shadow less).
- The vertical height of stand approx. 1750mm, plus the dome height should be adjustable approx. 700mm.
- The stability angle of light approx. 20 degree.
- Appropriate rating of halogen bulb preferably cold light, to be provided.
- Lux: 50,000 to 70,000 @ 1 meter distance.
- Spring balance control.
- Color correcting filters.
- Parabolic reflectors.
- The focusing handle should be sterilizable.
- Special gasket to prevent collection of dust.
- Operating voltage: 190 V AC -250 V AC Single phase 50 Hz.
- The unit should be provided with CVT.
- Spare bulb (1 set) should be provided.
- Unit should have BIS or CE marked or US FDA approved.
- Should submit certificate of relevant IEC safety standard.

Sr No.	Desired Technical Specifications	
	Make & Model & Country of Origin should be quoted by Bidder	
(A)	Desktop Computer System with Pentium IV processor	
1	ITEMS	Specifications
I	CPU	Intel Pentium IV 530 Processor 3 GHz with 1 MB L2 cache Memory or better, supporting hyper threading technology with 80 MHz system bus.
II	Motherboard	Intel 915G or better on Intel or equivalent OEM Motherboard.
III	Bus architecture	Integrated Graphics, 2 PCI, 1PCI Express x1 and 1 PCI Expressx16.
IV	Memory:	256 MB 400 MHz DDR2 RAM upgradeable up to 4.0 GB on DIMM.
V	Hard Disk Drive:	80 GB Serial ATA HDD
VI	FDD:	1.44 Floppy Disk Drive (3.5") Internal.
VII	Monitor:	43cm (17") SVGA Digital Colour Monitor (TFT LCD Monitor) which Supports 1024 x 768 NI resolutions. MPR II Compliant. Should have inbuilt speakers.
VIII	Keyboard:	104 Keys Keyboard, Bilingual Keyboard in English and Devnagari with engraved marking on keys
IX	Mouse:	Optical Mouse Microsoft Intellimouse or equivalent.
X	Bays:	6 Bays (4 External and 2 Internal)
XI	Ports:	8 USB Ports (including 2 USB in front), 1 Serial Port, 1 Parallel Port, 1 PS/2 Keyboard and 1 PS/2 Mouse Port.
XII	Cabinet:	Desktop/Mini Tower
XIII	DMI:	DMI 2.0 Compliance and Support.
XIV	Internal Modem	Should have internal modem
XV	CD Write/Read Drive	52x CD Write/ Read Drive, multi with suitable software.
XVI	Sound Cards and Speakers	3D Sound, full duplex cards for best multimedia results, with speakers
XVII	Networking features:	10/100/1000 Network Card with remote booting facility, remote system installation, Asset tracking and security management, remote wake up.
XVIII	Operating System:	Windows XP (Professional) preloaded with media and documentation and certificate of authenticity.

XIX	OS Certifications:	Win Logo for Windows OS and Linux Certifications
XX	Power Management:	Energy star qualified, Screen Blanking, Hard Disk and System Idle Mode in Power On, Set up Password. Power Supply SMPS Surge protected.
XI	Preloaded software	Norton Antivirus, McAfee, E-trust or equivalent antivirus (Latest Version) with 60 days License, MS Office 2003 (Professional) or Latest Version with license, Media and Documentation.

(B) **Off line 30 min battery backup UPS for Computer System**

Sr No	Specifications	Requirements
1	Capacity / rating	1 Kva
2	Input voltage range	130 V to 275 V AC, 50 Hz, Suitable for 230 V
3	Output	230 Volts , 50 Hz
4	Transfer time	Less then 3 milli second
5	System efficiency	Mains 95 % and Invertor Mode 85% Approximately
6	Alarm	For Battery Back up , battery low , overload
7	Batteries	30 minutes battery Back up with inbuilt Sealed maintenance free batteries with necessary battery protections from deep discharge & over charge. DC voltage should be minimum 60 Volts.
8	Output Sockets	4 no of 6 Amps Universal Sockets or 3 no of 6 Amp Sockets and 1 no of 16 Amp Socket.
9	Guarantee / warrantee	3 years
10	Protection	Under/Over Voltage, Spikes Suppression, Overload, Short Circuit AC/ DC fuse, DC Low Optional Telephone /Data line surge Protection
11	Indications	Indications for Mains On , Battery low, Overload , Battery mode,

Technical Specifications of Refrigerator 210 liters

S no	Description	Specifications
1	Minimum Gross storage Capacity	210 to 220 ltrs
2	Model Type	Double door
3	Voltage Range at 40 degree centigrade	Capable of working on 220 volts \pm 12 % A.C 50 Hz
4	Power Source	AC , 220 Volts \pm 12% , 50 Hz
5	Method of Defrosting	Frost Free
6	Insulation	Puff / Maxi 2 / Polyurethane
7	Refrigerant Gas	CFC free
8	Compressor	Power saver compressor
9	Accessories Required	Adjustable shelves , chiller Tray , Temperature controller, Auto lamp On/off feature , should be supplied with all standard accessories as per manufacturer catalog for the model supplied
10	Warranty	with 3 year Comprehensive Warranty
11	Stabilizer	Should be supplied with 0.5 KVA capacities CVT without any extra cost. The CVT will also carry 3 years warranty.
12	Colours	Steel grey with metallic finish (Metallic Color)

The unit should comply with relevant IEC safety standards.

Technical Specifications of Refrigerator 310 liters

S no	Description	Specifications
1	Minimum Gross storage Capacity	310 to 330 ltrs
2	Model Type	Double door
3	Voltage Range at 40 degree centigrade	Capable of working on 220 volts \pm 12 % A.C 50 Hz
4	Power Source	AC , 220 Volts to , 50 Hz
5	Method of Defrosting	Frost Free
6	Insulation	Puff / Maxi 2 / Polyurethane
7	Refrigerant Gas	CFC free
8	Compressor	Power saver compressor
9	Accessories Required	Adjustable shelves , chiller Tray , Temperature controller, Auto lamp On/off feature , should be supplied with all standard accessories as per manufacturer catalog for the model supplied
10	Warranty	with 3 year Comprehensive Warranty
11	Stabilizer	Should be supplied with 0.5 KVA capacities CVT without any extra cost. The CVT will also carry 3 years warranty.
12	Colours	Steel grey with metallic finish (Metallic Color)

The unit should comply with relevant IEC safety standards.

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** of the type specified in the Schedule of Requirement to the extent of atleast 80% of the quantity indicated against **each item covered under respective Line Item** under “Section – VI, Schedule of Requirements” in any one of the last three calendar years. They should not be any adverse report regarding supplies for atleast two years on the date of bid opening.
- (b) The bidder should furnish the information on past supplies and satisfactory performance in the proforma given under Section-VIII (Form 7).
- (c) Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the goods as specified above.
- (d) The bidder shall furnish data to support that he has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period.

All bids Submitted shall also include the following information:

- i) The Bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required equipment within the specified time of completion after the meeting all their current commitments.
- ii) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.
- 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.

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

SECTION VII : BID FORM AND PRICE SCHEDULE

SECTION VII : BID FORM

Date :
Credit No : 3867-IN
IFB No :

TO: (Name and address of purchaser)
Project Director, Rajasthan Health Systems Development Project
Swasthya Bhawan, RHSDP Block, 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 address of agent		Purpose of Commission 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 _____

SECTION VII

2. Price Schedule

Name of Bidder _____, IFB Number __. Page _ of ____.

1	2	3	5	6				7	8	9	10
Sl.No.	Item Description	Country of origin	Qty. (Nos)	Price for each unit				Total unit price [a+b+c+d+e]	Total price per item [6 x 8]	*Sales and other taxes payable if contract is awarded	Name of manufacturer
				[a] Ex-factory Ex-warehouse Ex-showroom off-the-shelf	(b) Excise Duty,if any	[c] Packing & Forwarding	[d] Inland transp., insurance & other local costs incidental to delivery				

Total Bid Price:
In Rupees:
In figures:
In words:

Note:

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

Signature of Bidder :
Name of Bidder :
Business Address

Place:
Date:

* **Govt. of Rajasthan** shall issue form D

SECTION VIII : BID SECURITY FORM

SECTION VIII : BID SECURITY FORM

Whereas¹ (*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

SECTION IX : CONTRACT FORM

SECTION IX : CONTRACT FORM

THIS AGREEMENT made theday 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:.....

SECTION X : 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 theday of.....20.....

Signature and Seal of Guarantors

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

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

Address :
.....
.....

SECTION XI : PERFORMANCE STATEMENT

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

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

Name of the Firm

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

SECTION XII

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

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.

SECTION XIII

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.

SECTION XIV

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

As of March 2000¹

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

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

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

The Loan/Credit Agreement also prohibits a withdrawal from the Loan / Credit Account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. At the present time, this prohibition applies to

- Iraq

Notes:

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

ANNEXURE XV
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

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 :
- Telephone number of the consignee:
- Facsimile number of the consignee :

Consignee List