Mauritius Family Planning & Welfare Association

BIDDING DOCUMENTS

for

Supply, Installation, and Commissioning of Portable Bone Densitometer and Digital Mammography Machine

Procurement Reference No: MFPWA/EQ/2020-2021/Q1

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# Table of Contents

**PART 1 – Bidding Procedures**
- Section I. Instructions to Bidders ................................................................. 2
- Section II. Bidding Data Sheet (BDS) ............................................................... 22
- Section III. Evaluation and Qualification Criteria ........................................... 26
- Section IV. Bidding Forms ............................................................................ 30

**PART 2 – Supply Requirements** ................................................................... 44
- Section V. Schedule of Requirements ............................................................. 45

**PART 3 - Contract** ......................................................................................... 69
- Section VI. General Conditions of Contract .................................................. 70
- Section VII. Special Conditions of Contract ................................................... 90
- Section VIII. Contract Forms ......................................................................... 93

1. Contract Agreement ..................................................................................... 94

1. Performance Security .................................................................................. 96

3. Bid Schedule Check List ................................................................................ 97
PART 1 – Bidding Procedures
Section I. Instructions to Bidders

Table of Clauses

A. General

1. Scope of Bid
2. Source of Funds
3. Eligible Bidders

B. Contents of Bidding Documents

4. Sections of Bidding Documents
5. Clarification of Bidding Documents
6. Amendment of Bidding Documents

C. Preparation of Bids

7. Cost of Bidding
8. Language of Bid
9. Documents Comprising the Bid
10. Bid Submission Form and Price Schedules
11. Alternative Bids
12. Bid Prices and Discounts
13. Currencies of Bid
14. Documents Establishing the Eligibility of the Bidder
15. Documents Establishing the Eligibility of the Goods and Related Services
16. Documents Establishing the Conformity of the Goods and Related Services
17. Documents Establishing the Qualifications of the Bidder
18. Period of Validity of Bids
19. Bid Security
20. Format and Signing of Bid

D. Submission and Opening of Bids

21. Submission, Sealing and Marking of Bids
22. Deadline for Submission of Bids
23. Late Bids
24. Bid Opening

E. Evaluation and Comparison of Bids

25. Confidentiality
26. Clarification of Bids
27. Responsiveness of Bids
28. Nonconformities, Errors, and Omissions
29. Preliminary Examination of Bids
30. Examination of Terms and Conditions; Technical Evaluation ........................................17
31. Conversion to Single Currency ..................................................................................18
32. Margin of Preference ...............................................................................................18
33. Evaluation of Bids .....................................................................................................18
34. Comparison of Bids ..................................................................................................19
35. Post-qualification of the Bidder ...............................................................................19
36. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids .....................19

F. Award of Contract .......................................................................................................19
37. Award Criteria ...........................................................................................................19
38. Purchaser’s Right to Vary Quantities at Time of Award ........................................20
39. Notification of Award ...............................................................................................20
40. Signing of Contract ...................................................................................................20
41. Performance Security .................................................................................................20
42. Debriefing ..................................................................................................................21
Section I. Instructions to Bidders

A. General

1. Scope of Bid 1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements.

1.2 Throughout these Bidding Documents:

(a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt;

(b) if the context so requires, “singular” means “plural” and vice versa; and

(c) “day” means calendar day.

2. Source of Funds 2.1 This procurement shall be financed by the European Union (EU) and Family Planning Welfare Association (MFPWA)

3. Eligible Bidders 3.1 (a) Subject to ITB 3.4, A Bidder, and all parties constituting the Bidder, may have the nationality of any country. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

(b) A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 3.5) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:

(i) all parties to the JV shall be jointly and severally liable; and

(ii) a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the
bidding process and, in the event the JV is awarded the Contract, during contract execution.

3.2 A Bidder shall not have conflict of interest. All bidders found to have conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

(a) have controlling shareholders in common; or

(b) receive or have received any direct or indirect subsidy from any of them; or

(c) have the same legal representative for purposes of this Bid; or

(d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or

(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

3.3 (a) A Bidder that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.


3.4 A firm shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Mauritius
prohibits any import of goods or contracting of Works or services from a country where it is based or any payment to persons or entities in that country.

3.5 Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that they:

(i) are legally and financially autonomous;

(ii) operate under commercial law, and

(iii) are not a dependent agency of the Purchaser.

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

B. Contents of Bidding Documents

4. Sections of Bidding Documents

4.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 9.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
PART 2 Supply Requirements

- Section V. Schedule of Requirements

PART 3 Contract

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

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

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

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

5. Clarification of Bidding Documents

5.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser’s address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than the number of days, specified in the BDS, prior to the deadline set for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so.

6. Amendment of Bidding Documents

6.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum and any addendum issued shall be part of the Bidding Documents and shall be uploaded on the Purchaser’s website.

6.2 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

7. Cost of Bidding

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

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

8.2 Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.

9. **Documents Comprising the Bid**  
9.1 The Bid shall comprise the following:

(a) the Bid Submission Form and the applicable Price Schedules.

(b) the Bid Security or Bid-Securing Declaration, if required;

(c) written confirmation authorizing the signatory of the Bid to commit the Bidder as specified in the BDS.

(d) documentary evidence in accordance establishing the Bidder’s eligibility to bid;

(e) documentary evidence, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

(f) documentary evidence, that the Goods and Related Services conform to the Bidding Documents;

(g) documentary evidence establishing the Bidder’s qualifications to perform the contract if its bid is accepted,

(h) any other document required in the BDS.

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

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

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

12. Bid Prices and Discounts

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

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

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

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

12.5 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser’s right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through the carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:

(a) For Goods offered from within Mauritius:
   (i) the price of the goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory, or on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf;
   (ii) VAT payable on the Goods if the Contract is awarded to the Bidder; and
   (iii) the total price for the item.

(b) For Goods offered from outside Mauritius:
   (i) the price of the goods quoted CIF (named port of destination), or CIP (named place of destination), in the Mauritius, as specified in the BDS;
   (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS;
   (iii) the total price for the item.
(c) For Related Services whenever such Related Services are specified in the Schedule of Requirements:

(i) the local currency cost component of each item comprising the Related Services; and

(ii) the foreign currency cost component of each item comprising the Related Services,

inclusive of custom duties and VAT, payable on the Related Services, if the Contract is awarded to theBidder.

12.6 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account in respect of changes in production cost, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation in this respect shall be treated as non-responsive and shall be rejected. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

13. Currencies of Bid

13.1 The Bidder shall quote in Mauritian Rupees the portion of the bid price that corresponds to expenditures incurred in Mauritian Rupees, unless otherwise specified in the BDS.

13.2 The Bidder may express the bid price in the currency of any eligible country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to Mauritian Rupees.

13.3 Local Bidders shall quote only in Mauritian Rupees as specified in the BDS.

14. Documents Establishing the Eligibility of the Bidder

14.1 To establish their eligibility, Bidders shall complete the Bid Submission Form, included in Section IV: Bidding Forms.
15. Documents Establishing the Eligibility of the Goods and Related Services

15.1 To establish the eligibility of the Goods and Related Services, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

16. Documents Establishing the Conformity of the Goods and Related Services

16.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

16.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

16.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.

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

17. Documents Establishing the Qualifications of the Bidder

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

(a) if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section IV, Bidding Forms, to demonstrate that it has been duly
authorized by the manufacturer or producer of the Goods to supply these Goods in Mauritius;

(b) if required in the BDS, in case of a Bidder not doing business within Mauritius, the Bidder is or will be (if awarded the contract) represented by an Agent in Mauritius equipped and able to carry out the Supplier’s maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18. Period of Validity of Bids

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

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid. In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

19. Bid Security

19.1 The Bidder shall either furnish as part of its bid, a Bid Security or subscribe to a Bid Securing Declaration in the Bid Submission Form as specified in the BDS.

19.2 The Bid Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.

19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Mauritian Rupees or a freely convertible currency, and shall:

(a) be in the form of a bank guarantee from a reputable overseas bank, or

(b) be issued by a commercial bank operating in Mauritius.
(c) be substantially in accordance with the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;

(d) be submitted in its original form; copies will not be accepted;

(e) remains valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable.

19.4 Any bid not accompanied by an enforceable and substantially compliant Bid Security or not containing a subscription to a Bid Securing Declaration in the Bid Submission Form, if required, shall be rejected by the Purchaser as nonresponsive.

19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s furnishing of the Performance Security.

19.6 The Bid Security shall be forfeited or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form; or

(b) if a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or

(c) if the successful Bidder fails to: sign the Contract; or furnish a performance security;

19.7 The Bid Security or Bid-Securing Declaration of a Joint Venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV “Bidding Forms,” Bidder Information Form Item 7.

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

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form,;

(b) if a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or

(c) if the successful Bidder fails to: sign the Contract; or furnish a performance security.
the bidder may be disqualified by the Government of Mauritius to be awarded a contract by any Public Body for a period of time.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the bid and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

20.3 Any interlineation, erasure, or overwriting shall be valid only if it is signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

21. Submission, Sealing and Marking of Bids

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

(a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.

(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.

21.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Purchaser;

(c) bear the specific identification of this bidding process indicated and any additional identification marks as specified in the BDS, and

(d) bear a warning not to open before the time and date for bid opening.

21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
22. Deadline for Submission of Bids

22.1 Bids must be received by the Purchaser at the address and not later than the date and time specified in the BDS.

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

23. Late Bids

23.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Bid Opening

24.1 The Purchaser shall conduct the bid opening in the presence of the Bidders’ representatives who choose to attend at the address, date and time specified in the BDS.

24.2 All envelopes shall be opened one at a time, reading out: the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security or the subscription with respect to the Bid Securing Declaration in the Bid Submission Form, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids. The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a bidder’s signature on the record shall not invalidate the contents and the effect of the record. A copy of the record shall be distributed, upon request, to all Bidders who submitted bids in time; and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

25. Confidentiality

25.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
25.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

25.3 From the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

26. Clarification of Bids

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

27. Responsiveness of Bids

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

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

(a) affects in a substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(b) limits in a substantial way, inconsistent with the Bidding Documents, the Purchaser’s rights or the Bidder’s obligations under the Contract; or

(c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

28. Nonconformities, Errors, and Omissions

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

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

28.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

29. Preliminary Examination of Bids

29.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested have been provided, and to determine the completeness of each document submitted.

29.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Bid Submission Form;

(b) Price Schedules;

(c) Bid Security or Bid Securing Declaration, if applicable.

30. Examination of Terms and Conditions; Technical Evaluation

30.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

30.2 The Purchaser shall evaluate the technical aspects of the Bid submitted, to confirm that all requirements specified in Section V,
Section I Instructions to Bidders

30.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive, it shall reject the Bid.

31. Conversion to Single Currency

31.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency specified in the BDS, using the selling exchange rates established by Central Bank of Mauritius and on the date specified in the BDS.

32. Margin of Preference

32.1 Margin of preference shall not be a factor in bid evaluation, unless otherwise specified in the BDS.

33. Evaluation of Bids

33.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

33.2 To evaluate a Bid, the Purchaser shall use only the factors, methodologies and criteria defined in the Bidding Documents. No other criteria or methodology shall be permitted.

33.3 To evaluate a Bid, the Purchaser shall consider the following:

(a) evaluation to be done for Items or Lots, as specified in the BDS; and the Bid Price as quoted;

(b) price adjustment for correction of arithmetic errors;

(c) price adjustment due to discounts offered;

(d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;

33.4 (a) The Purchaser’s evaluation of a bid will take into account:

(i) in the case of Goods offered from within Mauritius, all taxes but excluding VAT payable on the Goods if the Contract is awarded to the Bidder;

(ii) in the case of Goods offered from outside Mauritius, customs duties applicable in and payable on the Goods if the Contract is awarded to the Bidder; and

(iii) transport and other costs for the goods to reach its final destination.
(b) The Purchaser’s evaluation of a bid will **not** take into account any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

33.5 The Purchaser’s evaluation of a bid may require the consideration of other factors, in addition to the Bid Price as indicated in the Bidding Documents. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria.

34. **Comparison of Bids**

34.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid.

35. **Post-qualification of the Bidder**

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

35.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder.

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

35.4 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.

36. **Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids**

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

**F. Award of Contract**

37. **Award Criteria**

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

38. Purchaser’s Right to Vary Quantities at Time of Award

38.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

39. Notification of Award

39.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract and accordingly and notify unsuccessful bidders The Letter of Acceptance shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution and completion of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). Within seven days from the issue of Letter of Acceptance, the Purchaser shall publish on the Purchaser’s website, the results of the Bidding Process identifying the bid and lot numbers and the following information:

(i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and

(ii) an executive summary of the Bid Evaluation Report

39.2 Until a formal Contract is prepared and executed, the letter of Acceptance shall constitute a binding Contract.

40. Signing of Contract

40.1 Promptly after issue of letter of acceptance, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.

40.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

41. Performance Security

41.1 Within twenty eight (28) days of the receipt of letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning
Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders.

41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall lead to the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

42. Debriefing

42.1 The Purchaser shall promptly attend to all debriefing for the contract made in writing and within 30 days from the date of the publication of the award or date the unsuccessful bidders are informed about the award, whichever is the case.
## Section II. Bidding Data Sheet (BDS)

<table>
<thead>
<tr>
<th>ITB Clause Reference</th>
<th>A. General</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 1.1</td>
<td>The Purchaser is: Mauritius Family Planning &amp; Welfare Association</td>
</tr>
<tr>
<td>ITB 1.1</td>
<td>The name and identification number of the Procurement are: <strong>Identification number of the Procurement is: Supply, Installation, and Commissioning of Portable Bone Densitometer and Digital Mammography Machine - MFPWA/EQ/2020-2021/Q1</strong></td>
</tr>
<tr>
<td></td>
<td>The Invitation for Bids has been issued through the <strong>Open Advertised Bidding Method</strong>.</td>
</tr>
<tr>
<td>ITB 2.1</td>
<td>The Funding Agency is: the <strong>European Union (EU)</strong> and the Mauritius Family Planning and Welfare Association.</td>
</tr>
<tr>
<td>ITB 3.1</td>
<td>A maintenance contract for a period of five years, which may be renewed on a yearly basis upon satisfactory performance after the end of warranty period, must be submitted for item No. 1 (Labour). Total maintenance cost for five years in respect of the equipment concerned will be considered during overall evaluation of the bids. The rates mentioned in the Maintenance Sheets should be valid for the period mentioned therein.</td>
</tr>
<tr>
<td></td>
<td>The Selected Bidder will have to subscribe to a Maintenance Agreement as per page 94</td>
</tr>
</tbody>
</table>

### B. Contents of Bidding Documents

| ITB 5              | For **Clarification of bid purposes** only, the Purchaser’s address is: |
|                   | The Executive Director  |
|                   | Mauritius Family Planning & Welfare Association  |
|                   | 30, SSR Street, Port Louis  |
|                   | Telephone: 2114101  |
|                   | Fax number: 2082397  |

| ITB 5.1           | Request for Clarification should reach the Purchaser not later than fourteen (14) days, prior to the closing date for submission of bids. |

### C. Preparation of Bids

| ITB 9.1(c) | No written evidence is required. |
In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution”.

*Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.*

<table>
<thead>
<tr>
<th>ITB 11.1</th>
<th>Alternative bids shall not be considered.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 12.3</td>
<td>For Goods offered from outside Mauritius, the Bidder shall quote prices using the following Incoterms: DDP (Delivered Duty Paid)</td>
</tr>
<tr>
<td>ITB 12.6</td>
<td>The prices quoted by the Bidder shall not be adjustable.</td>
</tr>
<tr>
<td>ITB 13.1</td>
<td>The Bidder is required to quote in Mauritian Rupees the portion of the bid price that corresponds to expenditures incurred in that currency.</td>
</tr>
</tbody>
</table>
| ITB 13.3 | Local bidders shall quote only in Mauritian Rupees on the basis of either:

  - *(a) prices not adjustable to rate of exchange*
  - *(b) prices subject to adjustment to the fluctuation in rate of exchange.*

  (In case of (b) above, adjustment shall be made upward or downward with respect to fluctuation of exchange rates between the base rate used for the preparation of the bid and that prevailing at the time of delivery of goods. If no base rate is indicated by the bidder the prices shall be considered as not adjustable.) |
<p>| ITB 16.3 | Period of time the Goods are expected to be functioning (for the purpose of spare parts): Minimum 5 years. |
| ITB 17.1(a) | Manufacturer’s authorization is required. |
| ITB 17.1(b) | After sales service is required |
| ITB 18.1 | The bid validity period shall be 90 days. |
| ITB 19.1 | The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto. |</p>
<table>
<thead>
<tr>
<th>Section II Bid Data Sheet</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ITB 20.1</strong></td>
</tr>
<tr>
<td><strong>D. Submission and Opening of Bids</strong></td>
</tr>
<tr>
<td><strong>ITB 21.1</strong></td>
</tr>
</tbody>
</table>
| **ITB 21.2** | The inner and outer envelopes shall bear the following additional identification marks:  
(a) Name and address of Bidder;  
(b) Name and address of Purchaser;  
(c) Name and identification number of the Procurement; and  
(d) Closing date and time |
| **ITB 22.1** | For bid submission purposes, bids shall be deposited in the bid box located at the address below:  
**The Mauritius Family Planning and Welfare Association**  
30 SSR Street  
**Port Louis**  
The deadline for the submission of bids is:  
**Date:** 18 February 2021  
**Time:** at latest 14.00 hours (local time) |
| **ITB 24.1** | The bid opening shall take place at:  
**The Mauritius Family Planning and Welfare Association**  
30, SSR Street  
**Port Louis**  
**Date:** 18 February 2021  
**Time:** 14.30 hours (Local Time) |
| **E. Evaluation and Comparison of Bids** |
| **ITB 33.3** | Evaluation will be done item wise.  
Note: “**Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder**”. |
The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:

(a) deviation in Delivery schedule: No.  
(b) deviation in payment schedule: No.  
(c) the cost of major replacement components, mandatory spare parts, and service: No.  
(d) the availability in Mauritius of spare parts and after-sales services for the equipment offered in the bid: No.  
(e) the projected operating and maintenance costs during the life of the equipment: No.  
(f) the performance and productivity of the equipment offered: No.  

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

F. Award of Contract

(a) In line with Government Decision, the Mauritius Family Planning and Welfare Association shall, prior to award, request the lowest substantially responsive bidder to submit a “Tax Clearance Certificate” from the Mauritius Revenue Authority (MRA) within a period of one week, confirming that the bidder has filled his tax returns and paid tax due, for public contract as from Rs. 5M.  

(b) In case the successful bidder does not submit the “Tax Clearance Certificate” the Ministry of Health and Wellness may consider the next lowest substantially responsive bidder to equally comply to paragraph (a) above.  

(c) It is brought to the attention of the bidders that MRA has put in place a system for responsive bidders, on receipt of a letter from a Public Body requesting for a Tax Clearance Certificate, to apply for same electronically on MRA website www.mra.mu. The bidder is requested to use the reference of the letter issued by the Public Body to access the system.
Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

Contents

1. Evaluation Criteria (ITB 33.3 (d))

2. Post qualification Requirements (ITB 35.2)
1. Evaluation Criteria (ITB 33.3) (d))

The Purchaser’s evaluation of a bid may take into account, in addition to the Bid Price quoted, using the following criteria and methodologies.

A. Evaluation Criteria

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

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

(b) Deviation in payment schedule.

The SCC stipulates the payment schedule specified by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in the SCC, at the rate per annum specified in BDS.

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

The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.

2. Post-qualification Requirements (ITB 35)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 35.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB Clause 35, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

(a) Financial Capability

The Bidder may be requested to furnish documentary evidence that it meets the following financial requirement(s):

i. Financial statements for the last three (3) years in which the bidder should show profit in at least one (1) year over the three (3) years.
Section III. Evaluation Criteria

ii. Newly registered enterprises may be requested to submit proof of availability of or access to sufficient liquid assets to ensure that the bidder is financially capable of delivering the contract within time.

(a) Qualification requirements;

(i) The manufacturer must have at least five (5) years of experience in manufacturing a similar type of good for which the Invitation of Bids is issued.

(ii) Where the bidder is a trader proposing goods duly authorised by the manufacturer and for which there is no requirement for local after sale service, the bidder should have experience in handling orders of similar value and providing support back-up from manufacturers of the goods.

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence / CV to demonstrate that its resource person to be deployed meets the following experience requirement(s):

One Bio-medical Engineer/Technician with minimum of two (2) years of experience.

The Mauritius Family Planning and Welfare Association may choose to request the bidder to substantiate compliance with these criteria.

3. Margin of Preference (Not Applicable)

3.1. Small and Medium Enterprises (SME), registered in Mauritius, having an annual turnover up to Rs 50 million and submitting the “Made in Moris” certification issued by the Association of Mauritian Manufacturers for the locally manufactured goods procured through this contract shall benefit from a Margin of Preference of 30% at evaluation.

3.2. SMEs not holding “Made in Moris” certification shall until 31 March 2020, and whose local input in the locally manufactured goods accounts for at least 30 %, shall be eligible for a Margin of Preference of:

(i) 20% for shoes, uniforms, school books, printing materials and furniture manufactured locally;

(ii)10 % for all other goods manufactured locally in case bidding process is limited to local suppliers;

(iii)15% for all other goods manufactured locally where it is open to both national and international suppliers

3.3. SMEs applying for Margin of Preference shall, upon request by the public body, submit details of:
(i) their registration as enterprises within Mauritius; and
(ii) Financial statement certified by a qualified Accountant showing that its annual turnover is less than Rs 50M.
(iii) SMEs not holding the “Made in Moris” certificate shall submit the cost structure certified by a qualified accountant in the format provided in Section IV (Form: Cost Structure for Value Added Calculation per Product).
Section IV. Bidding Forms

Table of Forms

Bidder Information Form ........................................................................................................ 29
Joint Venture Partner Information Form ................................................................................. 30
Bid Submission Form ............................................................................................................... 31
Bid Securing Declaration.......................................................................................................... 34
Price Schedule: Goods Manufactured outside Mauritius already imported ................. 36
Price Schedule : Goods Manufactured in Mauritius .............................................................. 37
Price and Completion Schedule - Related Services .............................................................. 36
Bid Security (Bank Guarantee) ............................................................................................. 40
Manufacturer’s Authorization ............................................................................................... 41
Bidder Information Form

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

Date: [insert date (as day, month and year) of Bid Submission]
Procurement No.:

Page ________ of ______ pages

<table>
<thead>
<tr>
<th>1. Bidder’s Legal Name</th>
<th>[insert Bidder’s legal name]</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. In case of JV, legal name of each party:</td>
<td>[insert legal name of each party in JV]</td>
</tr>
<tr>
<td>-------------------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>3. Bidder’s actual or intended Country of Registration:</td>
<td>[insert actual or intended Country of Registration]</td>
</tr>
<tr>
<td>-------------------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>4. Bidder’s Year of Registration:</td>
<td>[insert Bidder’s year of registration]</td>
</tr>
<tr>
<td>-------------------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>5. Bidder’s Legal Address in Country of Registration:</td>
<td>[insert Bidder’s legal address in country of registration]</td>
</tr>
<tr>
<td>-------------------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>6. Bidder’s Authorized Representative</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>[insert Authorized Representative’s name]</td>
</tr>
<tr>
<td>Address:</td>
<td>[insert Authorized Representative’s Address]</td>
</tr>
<tr>
<td>Telephone/Fax numbers:</td>
<td>[insert Authorized Representative’s telephone/fax numbers]</td>
</tr>
<tr>
<td>Email Address:</td>
<td>[insert Authorized Representative’s email address]</td>
</tr>
<tr>
<td>-------------------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>7. Attached are copies of original documents of:</td>
<td>[check the box(es) of the attached original documents]</td>
</tr>
<tr>
<td>Articles of Incorporation or Registration of firm named in 1, above.</td>
<td></td>
</tr>
<tr>
<td>In case of JV, letter of intent to form JV or JV agreement.</td>
<td></td>
</tr>
<tr>
<td>In case of government owned entity from Mauritius, documents establishing legal and financial autonomy and compliance with commercial law.</td>
<td></td>
</tr>
</tbody>
</table>
**Joint Venture Partner Information Form**

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

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

Procurement No.: 

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidder’s Legal Name: [insert Bidder’s legal name]</td>
</tr>
<tr>
<td>2.</td>
<td>JV’s Party legal name: [insert JV’s Party legal name]</td>
</tr>
<tr>
<td>3.</td>
<td>JV’s Party Country of Registration: [insert JV’s Party country of registration]</td>
</tr>
<tr>
<td>4.</td>
<td>JV’s Party Year of Registration: [insert JV’s Part year of registration]</td>
</tr>
<tr>
<td>5.</td>
<td>JV’s Party Legal Address in Country of Registration: [insert JV’s Party legal address in country of registration]</td>
</tr>
<tr>
<td>6.</td>
<td>JV’s Party Authorized Representative</td>
</tr>
<tr>
<td></td>
<td>Name: [insert name of JV’s Party authorized representative]</td>
</tr>
<tr>
<td></td>
<td>Address: [insert address of JV’s Party authorized representative]</td>
</tr>
<tr>
<td></td>
<td>Telephone/Fax numbers: [insert telephone/fax numbers of JV’s Party authorized representative]</td>
</tr>
<tr>
<td></td>
<td>Email Address: [insert email address of JV’s Party authorized representative]</td>
</tr>
<tr>
<td>7.</td>
<td>Attached are copies of original documents of: [check the box(es) of the attached original documents]</td>
</tr>
</tbody>
</table>

- Articles of Incorporation or Registration of firm named in 2, above.
- In case of government owned entity from Mauritius, documents establishing legal and financial autonomy and compliance with commercial law.
Bid Submission Form

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

Date: [insert date (as day, month and year) of Bid Submission]
Procurement Ref. No.:
Alternative No.:
To: [insert complete name of Purchaser]

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: ______________ [insert the number and issuing date of each Addendum];

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services ________________ [insert a brief description of the Goods and Related Services];

(c) The total price of our Bid excluding VAT and, excluding any discounts offered in item (d) below, is: ______________________________ [insert the total bid price in words and figures, indicating the various amounts and the respective currencies];

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Total Cost (MUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

(d) The discounts offered and the methodology for their application are:

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Discount offered (MUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

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

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

(f) Our bid shall be valid for ninety (90) days as from the deadline date set for submission of bids or up to …………... 2020, whichever is later; the deadline date for submission of bids being counted as day one of the validity, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(g) If our bid is accepted, we undertake to obtain a Performance Security in accordance with ITB Clause 41 and GCC Clause 41.1 for the due performance of the Contract;

(h) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries [insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]

(i) We have no conflict of interest.

(j) Our firm, its affiliates or subsidiaries—including any subcontractor or supplier for any part of the contract—have not been declared ineligible by an international financing agency such as the World Bank, African Development Bank or any other international agency or under the Laws of Mauritius or official regulations;

(k) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid is payable and the amount and currency of each such commission or gratuity]

<table>
<thead>
<tr>
<th>Name of Recipient</th>
<th>Address</th>
<th>Reason</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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</table>

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

(l) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.

(m) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:

   i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Purchaser’s employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.

(n) We understand that this bid, together with your written acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

Name: ______________ [insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of:____ (insert complete name of Bidder)

Dated on ____________ day of __________________, _______ [insert date of signing]
Appendix to Bid Submission Form

Bid Securing Declaration

By subscribing to the undertaking in respect of paragraph (I) of the Bid Submission Form:

I/We* accept that I/we* may be disqualified from bidding for any contract with any Public Body for the period of time that may be determined by the Procurement Policy Office under section 35 of the Public Procurement Act, if I am/we are* in breach of any obligation under the bid conditions, because I/we*:

(a) have modified or withdrawn my/our* Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Form; or

(b) have refused to accept a correction of an error appearing on the face of the Bid; or

(c) having been notified of the acceptance of our Bid by the (insert name of public body) during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We* understand this Bid Securing Declaration shall cease to be valid (a) in case I/we am/are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me/us; or (b) if I am/we are* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our* Bid.

In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.
Price Schedule Forms

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]
### Price Schedule: Goods Manufactured outside Mauritius already/to be imported

<table>
<thead>
<tr>
<th>Bidder’s name and address:</th>
<th>Prices to be in Mauritian Rupees</th>
<th>Date: ________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>…………………………………………..</td>
<td>Prices are: fixed/adjustable to rate of exchange*.</td>
<td>Procurement Ref No: ____________________</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>Line Item N°</td>
<td>Description of Goods and related services</td>
<td>Country of Origin</td>
</tr>
</tbody>
</table>

- Prices are: fixed/adjustable to rate of exchange*.
- Rate of exchange: *(insert base rate)* Percentage of price adjustable to exchange rate: *(percentage of col.7)*
- Name of Bidder *(insert complete name of Bidder)* Signature of Bidder *(signature of person signing the Bid)* Date *(insert date)*

*: delete as appropriate

**Important Note:** Any VAT claimed will be paid upon production of documentary evidence duly certified by MRA
### NOT APPLICABLE

**Price Schedule : Goods Manufactured in Mauritius**

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line Item No</td>
<td>Description of Goods and related services</td>
<td>Delivery</td>
<td>Quantity and physical unit</td>
<td>Unit price EXW</td>
<td>Total EXW price per line item (Col. 4×5)</td>
<td>Price per line item for inland transportation to convey the Goods to their final destination</td>
<td>VAT payable per line item if Contract is awarded</td>
<td>Total Price per line item (Col. 6+7)</td>
</tr>
<tr>
<td>[insert number of the item]</td>
<td>[insert name of Good]</td>
<td>[insert no. of weeks]</td>
<td>[insert number of units to be supplied and name of the physical unit]</td>
<td>[insert EXW unit price]</td>
<td>[insert total EXW price per line item]</td>
<td>[insert the corresponding price per line item]</td>
<td>[insert VAT payable per line item if Contract is awarded]</td>
<td>[insert total price per item]</td>
</tr>
</tbody>
</table>

**Prices are** fixed/adjustable to rate of exchange*.

Rate of exchange: *(insert base rate)*

Percentage of price adjustable to exchange rate: *(percentage of col. 6)*

Name of Bidder *(insert complete name of Bidder)*

Signature of Bidder *(signature of person signing the Bid)*

Date *(insert date)*

*delete as appropriate*
### NOT APPLICABLE

**Price and Completion Schedule - Related Services**

Currencies in accordance with ITB Sub-Clause 15

<table>
<thead>
<tr>
<th>Service N°</th>
<th>Description of Services (excludes inland transportation and other services required in Mauritius to convey the goods to their final destination)</th>
<th>Country of Origin</th>
<th>Delivery Date at place of Final destination</th>
<th>Quantity and physical unit</th>
<th>Unit price</th>
<th>Total Price per Service (Col. 5*6 or estimate)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert number of the Service]</td>
<td>[insert name of Services]</td>
<td>[insert country of origin of the Services]</td>
<td>[insert delivery date at place of final destination per Service]</td>
<td>[insert number of units to be supplied and name of the physical unit]</td>
<td>[insert unit price per item]</td>
<td>[insert total price per item]</td>
</tr>
<tr>
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</tr>
</tbody>
</table>

**Total Bid Price**

Name of Bidder [insert complete name of Bidder]  Signature of Bidder [signature of person signing the Bid]  Date [insert date]
To be filled by bidder

**Item 1: Portable Bone Densitometer – 1 Unit**

Cost of maintenance for Five (5) years after warranty to be quoted below for the equipment exclusive of VAT

<table>
<thead>
<tr>
<th>Period</th>
<th>Price (Labour only) MUR</th>
<th>TOTAL Price MUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Cost of Maintenance for 5 years for the Equipment exclusive of VAT:

Rs…………………………... Labour .

Signature: ........................

Name of Signatory:......................
## Item 2: Digital mammography Machine – 1 Unit

Cost of maintenance for Five (5) years after warranty to be quoted below for the equipment exclusive of VAT

<table>
<thead>
<tr>
<th>Period</th>
<th>Price (Labour only) MUR</th>
<th>TOTAL Price MUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Cost of Maintenance for 5 years for the Equipment exclusive of VAT:

Rs…………………………... Labour.

Signature: ………………………..

Name of Signatory: …………………

* To bring forward to Bid Summary Sheet

Note: Bidders are strongly requested to fill the Maintenance Sheet as per this format.
Manufacturer’s Authorization

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

Date: [insert date (as day, month and year) of Bid Submission]
Procurement Ref. No.: [insert number of bidding process]
Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Purchaser]

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: [insert title]

Dated on ____________ day of __________________, _______ [insert date of signing]
PART 2 – Supply Requirements
Section V. Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule ................................................................. 46
2. List of Related Services and Completion Schedule ........................................ 47
3. Technical Specifications .................................................................................. 48
5. Inspections and Tests ...................................................................................... 68
## 1. List of Goods and Delivery Schedule

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Description of Goods</th>
<th>Quantity</th>
<th>Physical unit</th>
<th>Final Destination (Project Site) as specified in BDS</th>
<th>Delivery (as per Incoterms) Date</th>
<th>Latest Delivery Date</th>
<th>Bidder’s offered Delivery date [to be provided by the bidder]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Portable Bone Densitometer</td>
<td>1</td>
<td>unit</td>
<td>within 12 weeks from the date of Letter of Award</td>
<td></td>
<td></td>
<td>within 12 weeks from the date of Letter of Award</td>
</tr>
<tr>
<td>2</td>
<td>Digital Mammography Machine</td>
<td>1</td>
<td>unit</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name of bidder: ..................................................  Signature of bidder: ..................................  Date: ..........................
### 2. List of Related Services and Completion Schedule

<table>
<thead>
<tr>
<th>Service</th>
<th>Description of Service</th>
<th>Quantity</th>
<th>Physical Unit</th>
<th>Place where Services shall be performed</th>
<th>Final Completion Date(s) of Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Portable Bone Densitometer</td>
<td>1</td>
<td>unit</td>
<td></td>
<td>Within 2 weeks as from the date of delivery of the equipment</td>
</tr>
<tr>
<td>2</td>
<td>Digital Mammography Machine</td>
<td>1</td>
<td>unit</td>
<td></td>
<td>Within 2 weeks as from the date of delivery of the equipment</td>
</tr>
</tbody>
</table>

1. If applicable
3. Technical Specifications

Specification and Compliance Sheet

Procurement Reference Number: MFPWA/EQ/2020-2021/Q1

[Bidders should complete columns C and D with the Specification of the Goods offered. Also state “Comply” or “Not Comply” and give details of any non-compliance/deviation to the specification required. Attach technical literature if required. Authorise the specification offered in the signature block below]

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Technical Specification Required</th>
<th>Compliance of Specification Offered</th>
<th>Details of Non-Compliance/Deviation (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply, Installation and Commissioning of Portable Bone Densitometer with an embedded PC having the following requirements:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.0 Specifications :</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Measurement Method : Ultrasound</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Measurement Site : Calcaneus (Heel)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Measurement Time : high scan speed 15 sec.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.0 Measurement :</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>SOS-BUA=BQI</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Estimated heel BMD and Bone Quality Index (BQI)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Obtained from measured Broadband Ultrasound</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>Attenuation (BUA) and Speed of Sound (SOS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>Precision &amp; Accuracy : 1%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.6</td>
<td>Separation Range : Automatic adjustment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.7</td>
<td>Storage Capacity : 10,000 Patient information</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.8</td>
<td>Coupling Method : Gel coupled (Water not used)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Technical Specification Required</td>
<td>Compliance of Specification Offered</td>
<td>Details of Non-Compliance/Deviation (if applicable)</td>
</tr>
<tr>
<td>---------</td>
<td>---------------------------------</td>
<td>-------------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>2.9</td>
<td>Display : 6.4 inch TFT LCD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.10</td>
<td>User Interface : Colorful Touch Screen, USB Keyboard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.11</td>
<td>USB Mouse (Optional)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.12</td>
<td>Printer : Thermal Printer embedded / External Printer (Optional)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.13</td>
<td>Dimension : *Width : 30-50 cm *Length: 60-90 cm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.14</td>
<td>Weight : 10-15 kg</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**3.0 Participation**

1. Participation is open to all natural persons who are nationals of and legal persons (participating either individually or in a grouping – consortium – of tenderers) which are effectively established in a Member State of the European Union or in a eligible country or territory as defined under the Regulation (EU) No 236/2014 establishing common rules and procedures for the implementation of the Union’s instruments for external action (CIR) for the applicable instrument under which the contract is financed (see also the additional information about contract notice). Participation is also open to international organisations. All supplies under this contract must originate in one or more of these countries. However, they may originate from any country when the amount of the supplies to be purchased (as a whole or, if divided into lots, per lot) is below EUR 100 000.

For UK candidates or tenderers: Please be aware that following the entry into force of the EU-UK Withdrawal Agreement* on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union and to goods originating from an eligible country, as defined under Regulation (EU) No 236/2014** and Annex IV of the ACP-EU Partnership Agreement***, are to be understood as including natural or legal persons residing or established in, and to goods
originating from, the United Kingdom ****. Those persons and goods are therefore eligible under this call.

Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community.


*** Annex IV to the ACP-EU Partnership Agreement, as revised by Decision 1/2014 of the ACP-EU Council of Ministers (OJ L196/40, 3.7.2014)

**** including the Overseas Countries and Territories having special relations with the United Kingdom, as laid down in Part Four and Annex II of the TFEU

2. These terms refer to all nationals of the above states and to all legal entities, companies or partnerships effectively established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country’s law.

3. The eligibility requirement detailed in the Bidding Documents applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The contracting authority may accept other satisfactory evidence that these conditions are met.
4.0 Origin

1. Unless otherwise provided in the contract or below, all goods purchased under the contract must originate in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme specified in clause 3.1 above. For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in particular its Articles 22 to 246 thereof, and the Code’s implementing provisions (Commission Regulation (EEC) No 2454/93.

To choose the correct option and to remove instructions in yellow

{If the estimated intrinsic value of the products is above or equal to EUR 100 000: All supplies under this contract must originate in one or more of the above countries.}

{If the estimated intrinsic value of the products (of the tender procedure as a whole or if divided into lots, per lot) is below EUR 100 000: All supplies under this contract may originate from any country.}

1. Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. The tenderer is obliged to verify that the provided information is correct. Otherwise, the tenderer risks to be excluded because of negligently misrepresenting information. For more details, see Section 2.3.5. of the practical guide.

2. When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection.

5.0 The Equipment should be of recent model, of CE marked or FDA approved. Valid certificates of any above in original with mention of Make and Model of the Equipment proposed to be submitted for evaluation purposes. For CE marked equipment an EC declaration of conformity in original should be submitted
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Technical Specification Required</th>
<th>Compliance of Specification Offered</th>
<th>Details of Non-Compliance/Deviation (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.0</td>
<td>Bidders should specify the <strong>year of manufacture</strong>, the year that the model proposed <strong>was first introduced</strong>, and <strong>country of origin</strong> of the equipment. <strong>The above should be supported through documentary evidence.</strong> Certificate of manufacture of the equipment should be submitted by the supplier at time of commissioning</td>
<td>C</td>
<td>D</td>
</tr>
<tr>
<td>7.0</td>
<td>Bidders should specify the <strong>expected lifespan of the equipment</strong></td>
<td></td>
<td></td>
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<tr>
<td>8.0</td>
<td>Bidder should provide evidence of past experience for the supply and installation of such equipment during <strong>past 5 years</strong>, indicating the Health Institutions where such equipment have been supplied</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.0</td>
<td><strong>Training upon commissioning:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.1</td>
<td>Supplier to provide <strong>fully comprehensive technical training on site</strong> for the team / Technicians by appropriate Technical Specialist from the Manufacturer for the product description, functioning and trouble shooting</td>
<td></td>
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</tr>
<tr>
<td>9.2</td>
<td><strong>Application training for all users</strong>, for doctors, paramedical staff and Nurses by appropriate Specialists from Manufacturer upon commissioning of the equipment</td>
<td></td>
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<tr>
<td>10.0</td>
<td>The Manufacturer’s “Help Desk” which should be readily available for technical support by Phone/Email throughout the lifespan of the equipment</td>
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</tr>
<tr>
<td>Item No.</td>
<td>Technical Specification Required</td>
<td>Compliance of Specification Offered</td>
<td>Details of Non-Compliance/Deviation (if applicable)</td>
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</tr>
<tr>
<td>A</td>
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<td>B</td>
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<td>C</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td>Digital Mammography Machine – 1 unit</td>
<td></td>
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</tbody>
</table>

Each of the following requirements must be shown and highlighted in the brochure/technical specifications by the bidder. In case the specifications are not found in the brochure/technical specifications, authentic documentations, signed by the manufacturer, must be submitted by the bidder to provide evidence of compliance and/or details of non-compliance and degree of deviations from specifications.

(a) Bidder shall provide a complete package consisting of:

- Digital Mammography system with X-Ray Generator and X-Ray tube
- Acquisition workstation
- Digital detector
- Image processing and workstation
- Dedicated mammography software
- Uninterruptible Power Supply (UPS) for digital mammography system, detector, acquisition workstation and image processing and diagnostic workstation

(b) The high-end digital mammography machine should be:

- Software upgradable to do Tomosynthesis using the existing hardware (Bidder to provide evidence of compliance in brochure/technical specifications)

(c) Software upgradable to do contrast Enhanced Mammography
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Technical Specification Required</th>
<th>Compliance of Specification Offered</th>
<th>Details of Non-Compliance/Deviation (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>(Bidder to provide evidence of compliance in brochure/technical; specifications)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d)</td>
<td>Bidder to specify make, model of equipment and release date of model proposed.</td>
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<tr>
<td>(e)</td>
<td>The equipment, as well as, the biopsy facility and the printer should have US FDA approval and European CE mark Certification. Original certificates of compliance to be submitted with manufacturer’s name and model of equipment for the: (1) Digital mammography machine, (ii) Printer. For CE, Declaration of Conformity should also be submitted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(f)</td>
<td>The digital mammography machine should have undergone the European Reference Organisation for Quality Assured Breast Screening and Diagnostic Services (EUREF) Type Testing – Test certificate to be supplied by the supplier for evaluation purpose</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(g)</td>
<td>Original manufacturer certified brochure including full technical specifications to be submitted. The original brochures and technical specifications must bear the seal of the manufacturer. In case the catalogue is a copy of the original, the bidder must certify the copy by writing ‘Certified to be a true copy of the original seen by me’ on each page of the document, signing it, dating it, printing their name under the signature and adding their occupation, address and telephone number.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(h)</td>
<td>Equipment should appear as a current product on manufacturer’s website. Bidder to submit at least 5 major health centres as reference sites in Europe and USA where the digital mammography system proposed is used. An obsolete system will not be accepted.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i)</td>
<td>Bidder to state life expectancy of equipment which should be at least 12 years or better</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 2.0 Electrical Requirements

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Technical Specification Required</th>
<th>Compliance of Specification Offered</th>
<th>Details of Non-Compliance/Deviation (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Power Supply**: Single Phase AC 230 V ± 6% or Three Phase AC 400V±6%; 50Hz ± 1.5%
- **Distribution Board and all electrical protective switchgear including an isolation transformer**
- **Bidder to supply and install**:
  - (i) One on-line UPS with an autonomy of at least 30 minutes for the whole digital mammography system and for the acquisition workstation, and
  - (ii) One on-line UPS with an autonomy of at least 30 minutes for the image processing workstation

### 1.0 X-ray Generator

Each of the following requirements must be shown and highlighted in the brochure/technical specifications by the bidder. In case the information required is not found in the brochure/technical provide evidence of compliance and/or details of non-compliance and degree of deviation from the specifications.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Technical Specification Required</th>
<th>Compliance of Specification Offered</th>
<th>Details of Non-Compliance/Deviation (if applicable)</th>
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<tr>
<td>A</td>
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<td>D</td>
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</table>

- **Power ≥ 5.0 kW.**
- **Tube voltage range (minimum): 22-35kVp.**
- **Tube load range: 5 – 500 mAs or better.**
- **Exposure time range:** At least 30ms -2s
- **Automatic Exposure Control (AEC)**
- **Manual and automatic selection of kVp, mAs, filter**

### 3.0 X-ray Tube

Each of the following requirements must be shown and highlighted in the brochure/technical specifications by the bidder. In case the information required is not found in the brochure/technical
<table>
<thead>
<tr>
<th>Item No.</th>
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<td>A</td>
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<td>A</td>
<td>specifications, authentic documentation, signed by the manufacturer, must be submitted by the bidder to provide evidence of compliance and/or details of non-compliance and degree of deviation from the specifications.</td>
<td>C</td>
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<tr>
<td>A</td>
<td>Dedicated X-ray mammography tube with dual (2) focal spots</td>
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<tr>
<td>A</td>
<td>Focal spot sizes of approximately 0.1mm and 0.3 mm.</td>
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<tr>
<td>A</td>
<td>Anode material: Bidder to state the material of anode and its advantages</td>
<td>C</td>
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<tr>
<td>A</td>
<td>At least three (3) filters. Filter material: Bidder to state material(s) used in filters Note: the materials used for the anode and filters shall be such that they allow for low dose/high penetration spectra, even for thick and dense breasts.</td>
<td>C</td>
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<tr>
<td>A</td>
<td>Anode heat capacity &gt; 200,000 HU</td>
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</tr>
<tr>
<td>5.0</td>
<td>Detector technology</td>
<td></td>
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</tr>
<tr>
<td>5.0</td>
<td>Each of the following requirements must be shown and highlighted in the brochure/technical specifications by the bidder. In case the information required is not found in the brochure/technical specifications, authentic documentations, signed by a manufacturer, must be submitted by the bidder to provide evidence of compliance and degree of deviation from the specifications</td>
<td></td>
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<tr>
<td>5.0</td>
<td>Detector type: direct conversion flat panel detector (a-Se) DQE charts to be submitted</td>
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<tr>
<td>5.0</td>
<td>Detector field size should be at least equivalent to 24cm x 29 cm.</td>
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<td>5.0</td>
<td>Matrix about 2.0 K x 3.0 K.</td>
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<tr>
<td>5.0</td>
<td>Pixel size &lt; 100 µm</td>
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<tr>
<td>5.0</td>
<td>Image depth should be at least 12 bit</td>
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<tr>
<td>5.0</td>
<td>DQE charts to be submitted</td>
<td></td>
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<tr>
<td>6.0</td>
<td>Gantry</td>
<td></td>
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<tr>
<td>6.0</td>
<td>Each of the following requirements must be shown and highlighted in the brochure/technical specifications by the bidder. In case the information required is not found in the brochure/technical specifications, authentic documentations, signed by the manufacturer, must be submitted by the bidder to provide evidence of compliance</td>
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<tr>
<td>Item No.</td>
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<tr>
<td>A</td>
<td>Collimators: Fully automated adjustment for different paddles, sizes and magnification</td>
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<tr>
<td>B</td>
<td>(a)</td>
<td></td>
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<tr>
<td>C</td>
<td>(b) Movements: Motorised vertical and rotating movements suitable for all mammography clinical procedures.</td>
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<tr>
<td>D</td>
<td>(c) Control buttons for vertical and rotational movements on both sides of the gantry</td>
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<tr>
<td>E</td>
<td>(d) Source to image distance (SID) &gt; 65 cm</td>
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<tr>
<td>F</td>
<td>(e) Motor driven compression</td>
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<tr>
<td>G</td>
<td>(f) Manual and automated breast compression</td>
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<tr>
<td>H</td>
<td>(g) Maximum compression force for automated compression: $\geq 150\text{N}$ and $\leq 200\text{N}$.</td>
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<tr>
<td>I</td>
<td>(h) Automatic decompression after exposure</td>
<td></td>
<td></td>
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<tr>
<td>J</td>
<td>(i) Automatic decompression in case of power failure</td>
<td></td>
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<tr>
<td>K</td>
<td>(j) Automatic decompression in case emergency stop which is pressed.</td>
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<tr>
<td>L</td>
<td>(k) Emergency stop switches on console an gantry</td>
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<tr>
<td>M</td>
<td>(l) Two foot switch control</td>
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<tr>
<td>N</td>
<td>(m) Anti-scatter grid or equivalent technology for scatter rejection</td>
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<tr>
<td>O</td>
<td>(n) Display of Skin Entrance Dose and Average Glandular Dose</td>
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<tr>
<td>P</td>
<td>(o) Paddles: small breast, spot and magnification paddles to be included.</td>
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<td>A</td>
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<tr>
<td>7.0</td>
<td>Acquisition Workstation</td>
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</tbody>
</table>

Each of the following requirements must be shown and highlighted in the brochure/technical specifications, by the bidder. In case the information required is not found in the brochure/technical specifications, authentic documentations, signed by the manufacturer, must be submitted by the bidder to provide evidence of compliance and/or details of non-compliance and degree of deviation from the specifications.

(a) Bidder must supply a workstation to allow for X-ray exposures, image acquisition, image display, registration of patient demographic data and quick review.

(b) Operator controls: Detector and generator controls must be integrated in the same console

(c) Both manual and automatic exposure parameters settings should be possible

(d) Storage capacity ≥ 5000 images

(e) Time between sequential acquisitions < 30s.

(f) Time between actual acquisition and preview < 20s.

(g) Monitor: Minimum 3MP 19” High Contrast Flat Panel TFT LCD display

(h) Keyboard and mouse/trackball

(i) Facility for Annotations: Left/Right Marking/Text additions/Line/rectangles

(j) Facility for Measurements: Distance/Density

(k) Facility to view dose delivered after each exposure.

(l) Digital Magnification

(m) DICOM 3.0 Compatibility (DICOM Send/retrieve/Print/Worklist)
### Section V. Schedule of Requirements

#### A

<table>
<thead>
<tr>
<th>Item No.</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>The acquisition workstation should be fitted with an X-Ray lead glass protective system so as to meet the requirements of the Radiation Protection Authority (RPA). The size of the lead glass should be of at least 60 cm (L) x 60 cm (W) on a metal frame with lead lining, attaining a minimum height of at least 2m.</td>
<td></td>
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<tr>
<td>(n)</td>
<td>The whole acquisition workstation area should be designed and built to meet the requirements of the RPA</td>
<td></td>
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</tr>
<tr>
<td>(o)</td>
<td>The whole acquisition workstation area should be designed and built to meet the requirements of the RPA</td>
<td></td>
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</tr>
</tbody>
</table>

8. **Image processing and Diagnosis Workstation**

Each of the following requirements must be shown and highlighted in the brochure/technical specifications by the bidder. In case the information required is not found in the brochure/technical specifications, authentic documentations, signed by the manufacturer, must be submitted by the bidder to provide evidence of compliance and/or details of non-compliance and degree of deviation from the specifications.

#### A

<table>
<thead>
<tr>
<th>(a)</th>
<th>Display Monitors</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>1. One diagnostic mammography approved monitors of at least 5 MP21” Hi-Res Flat Panel LCD TFT display as workstation for radiologists reporting and processing software.</td>
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<td>2. With automated self-calibration.</td>
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<td>3. High-end, high definition medical grade display graphic card.</td>
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<td></td>
<td>a) Storage capacity at least 2TB.</td>
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<td></td>
<td>b) Keyboard, mouse or trackball as required</td>
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<tr>
<td></td>
<td>c) To receive images directly from acquisition console and display.</td>
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</tbody>
</table>


<table>
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<tr>
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<tr>
<td>A d)</td>
<td>Should also have multi-modality imaging facility (ultrasound, X-ray, mammo).</td>
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</tbody>
</table>
| e)      | a) Dedicated breast imaging software tools with the following functions:  
• Magnification  
• Zoom  
• Panning  
• Windowing  
• Brightness Adjustment  
• Contrast adjustment  
• Distance Measurement |                                    |                                                  |
| f)      | Should have complete Computer Aided Detection(CAD) facility |                                    |                                                  |
| g)      | Should allow for archiving of images on DVD |                                    |                                                  |
| h)      | Should be fully DICOM 3.0 Compliant (Send, receive, Worklists, Query/Retrieve and Print) and PACS ready |                                    |                                                  |
| i)      | On-line UPS with an autonomy of at least 30 minutes |                                    |                                                  |
| 9.      | Mammography Room and Acquisition |                                    |                                                  |
| a)      | The bidder must request and effect a site visit in the examination room to ensure that the proposed equipment will fit inside the room before submitting the bid |                                    |                                                  |
| b)      | The bidder must propose an on-site layout for the equipment and submit a detailed drawing of the equipment layout in the room including the proposed modifications. |                                    |                                                  |
| c)      | The bidder must ensure that the radiation-shielding of the existing examination room meets the requirements of the RPA |                                    |                                                  |
| d)      | Any additional shielding, i.e. lead-lining of the control rooms, the walls and doors in the examination room, must be supplied and installed by the bidder so as to meet the requirements of the RPA |                                    |                                                  |
| e)      | All associated electrical works needed are to be carried out by the bidder for the successful completion of the project – this includes electrical cabling, floor and ceiling duct systems, and making good any damages caused during the installation phase with regard to the walls, ceiling and floor of the examination and console rooms. |                                    |                                                  |
### Technical Specification Required

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<thead>
<tr>
<th>Item No.</th>
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<tbody>
<tr>
<td>10</td>
<td>Dedicated Mammoviewer/Film Light Box: Slim type to accommodate at least 6 films of size 25 x 30 cm, with fluorescent tubes and shutters, magnification device and variable luminescence.</td>
<td>C</td>
<td>D</td>
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<tr>
<td>11</td>
<td>Quality Assurance Tools: A complete digital mammography QC test kit including an American College of Radiology (ACR) approved phantom to perform image quality verification and calibration, and an approved dosimeter for the system to perform Skin Entrance Dose tests and average Glandular Dose tests shall be provided.</td>
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<tr>
<td>12</td>
<td>Testing and Acceptance</td>
<td></td>
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</table>
| a)       | Factory Acceptance Test  
The system, prior to shipment, must be tested for conformance with the manufacturer's performance specifications and the minimum requirement specified herein. The results of the testing of the system must be submitted by the manufacturer in a Certified Factory Acceptance Test Report to be provided by the supplier/bidder to the Mauritius Family Planning and Welfare Association, prior to shipment to the end-user location. | | |
| b)       | The system, after installation, must be tested by the bidder/supplier together with the hospital physicist to demonstrate that the equipment meets the manufacturer's performance specifications and the minimum requirements specified herein. The results of the testing of the system shall be documented by the bidder/supplier in an Acceptance Protocol that shall be signed by the hospital physicist, the biomedical engineer and the bidder/supplier's representative. | | |
| 13       | Heavy Duty dry Laser Printer:  
Each of the following requirements must be shown and highlighted in the brochure/technical specifications by the bidder. In case the information required is not found in the brochure/technical specifications, authentic documentations, signed by the manufacturer, must be submitted by the bidder | | |
<table>
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<tr>
<td>A</td>
<td>to provide evidence of compliance and/or details of non-compliance and degree of deviation from the specifications.</td>
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<tr>
<td>a)</td>
<td>Power Supply Single Phase AC 230V± 6%, 50 Hz ± 1.5%</td>
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<tr>
<td>b)</td>
<td>Should have US FDA approval and European CE mark Certification, Original certificates of compliance to be submitted with manufacturer’s name and model of equipment. For CE, Declaration of Conformity should also be submitted.</td>
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<td>c)</td>
<td>Daylight film loading</td>
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<td>d)</td>
<td>Floor-mounted on wheels and brakes</td>
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<tr>
<td>e)</td>
<td>Film size selection 25 x 30 cm and 35 x 43cm films</td>
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<td>f)</td>
<td>Minimum 100 films per hour throughout for 35 x 43 cm.</td>
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<td>g)</td>
<td>Automatic self-testing, density and adjustment and calibration</td>
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<tr>
<td>h)</td>
<td>50 µ printing resolution</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i)</td>
<td>14 bit contrast resolution</td>
<td></td>
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<tr>
<td>j)</td>
<td>DICOM 3 compatibility (send/receive, query/retrieve, print)</td>
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<td>14</td>
<td>Supplier should dispose of existing outdated mammogram</td>
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<td>15</td>
<td>Training</td>
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<td></td>
<td>On-site Training of Radiologist and technical team associated</td>
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<td></td>
<td>Commissioning should include doing a series of QC tests on the machine by a qualified expert in mammography. QC to be performed using phantoms and Quality Assurance test kit provided. Full training to be provided to the physicist on how to do QC tests on the machine.</td>
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<tr>
<td>16</td>
<td>General Requirements</td>
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# Schedule of Requirements

<table>
<thead>
<tr>
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<tr>
<td>a)</td>
<td>It is the responsibility of the bidder to visit the room where the equipment will be installed and ensure that the whole system will fit in.</td>
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<tr>
<td>b)</td>
<td>At least two-year full warranty on whole digital mammography system including X-ray tube and detector as from date of commissioning.</td>
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<tr>
<td>c)</td>
<td>Lifetime validity for all software licenses – system, application, service diagnostic and calibration</td>
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<tr>
<td>d)</td>
<td>System should come with the latest software and free software upgrade for a minimum of two years</td>
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<tr>
<td>e)</td>
<td>Bidder to propose a 5 year maintenance contract (labour only) in the post-warranty period. A complete servicing and Quality Assurance, including dose measurement, must be performed by an overseas expert from factory once every year.</td>
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<tr>
<td>f)</td>
<td>Bidder to submit a preventive servicing/maintenance schedule as per the manufacturer’s recommendations.</td>
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<td>g)</td>
<td>Bidder to submit an updated price list of spare parts annually</td>
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<td>h)</td>
<td>Bidder shall be responsible for supplying the spare parts within a maximum of 10 working days</td>
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<tr>
<td>i)</td>
<td>Full user manual (2 hard copies and 1 soft copy)</td>
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<tr>
<td>j)</td>
<td>Full service and technical manuals with assembly diagrams, including spare parts list (2 hard copies and 1 soft copy). Errors and malfunction codes should be fully documented in the service manuals</td>
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<tr>
<td>k)</td>
<td>Full supply spare parts to maintain the equipment as and when required during its life expectancy</td>
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<tr>
<td>l)</td>
<td>Acceptance tests should include all required dosimeter measurements</td>
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<tr>
<td>m)</td>
<td>Full set of special tools to service the mammography</td>
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<tr>
<td>n)</td>
<td>Bidder to submit the DICOM conformance statement at time of commissioning</td>
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<tr>
<td>Item No.</td>
<td>Technical Specification Required</td>
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<tr>
<td>A</td>
<td>Commissioning will be effected only after all acceptance tests are completed and the image quality and the functionality of the equipment are deemed acceptable</td>
<td>C</td>
<td>D</td>
</tr>
<tr>
<td>p)</td>
<td>Original certificates from manufacturer specifying date of manufacture (signed and stamped by manufacturer), make, model, serial number, software version, release date of the model, place of manufacture or assembly, and acceptance test certificate. These documents should be submitted at time of commissioning.</td>
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<tr>
<td>17</td>
<td>Participation</td>
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</tr>
<tr>
<td>17.1</td>
<td>Participation is open to all natural persons who are nationals of and legal persons (participating either individually or in a grouping – consortium – of tenderers) which are effectively established in a Member State of the European Union or in a eligible country or territory as defined under the Regulation (EU) No 236/2014 establishing common rules and procedures for the implementation of the Union's instruments for external action (CIR) for the applicable instrument under which the contract is financed (see also the additional information about contract notice). Participation is also open to international organisations. All supplies under this contract must originate in one or more of these countries. However, they may originate from any country when the amount of the supplies to be purchased (as a whole or, if divided into lots, per lot) is below EUR 100 000. For UK candidates or tenderers: Please be aware that following the entry into force of the EU-UK Withdrawal Agreement* on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union and to goods originating from an eligible country, as defined under Regulation (EU) No 236/2014** and Annex IV of the ACP-EU Partnership Agreement***, are to be understood as including natural or legal persons residing or established in, and to goods originating from, the United Kingdom ****. Those persons and goods are therefore eligible under this call.</td>
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</tbody>
</table>

2. These terms refer to all nationals of the above states and to all legal entities, companies or partnerships effectively established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law.

3. The eligibility requirement detailed in the Bidding Documents applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The contracting authority may accept other satisfactory evidence that these conditions are met.

### Table

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<tbody>
<tr>
<td>18</td>
<td>Origin</td>
<td></td>
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<tr>
<td>18.1</td>
<td>Unless otherwise provided in the contract or below, all goods purchased under the contract must originate in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the</td>
<td></td>
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</tbody>
</table>
specific instruments applicable to the programme specified in clause 3.1 above. For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in particular its Articles 22 to 246 thereof, and the Code's implementing provisions (Commission Regulation (EEC) No 2454/93.

[If the estimated intrinsic value of the products is above or equal to EUR 100 000: All supplies under this contract must originate in one or more of the above countries.] [If the estimated intrinsic value of the products (of the tender procedure as a whole or if divided into lots, per lot) is below EUR 100 000: All supplies under this contract may originate from any country. ]]

1. Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. The tenderer is obliged to verify that the provided information is correct. Otherwise, the tenderer risks to be excluded because of negligently misrepresenting information. For more details, see Section 2.3.5. of the practical guide.

2. When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection.

Specification and Compliance Sheet Authorised By:

Bidder’s Signature: --------------------------- Name : ---------------------------

Position: --------------------------- Date : ---------------------------

(DD/MM/YY)

Authorized for and on behalf of:
Company: --------------------------
5. Inspections and Tests

The following inspections and tests shall be performed: *(Supply, Installation and Commissioning)*

| The inspections and tests shall be: The equipment shall be tested and commissioned in the presence of the user department before handing over of same, in accordance with the Technical Specifications, Terms and Conditions of Contract. |
PART 3 - Contract
# Section VI. General Conditions of Contract

## Table of Clauses

1. Definitions ................................................................. 65
2. Contract Documents ....................................................... 66
3. Fraud and Corruption ..................................................... 66
4. Interpretation ............................................................... 67
5. Language ..................................................................... 69
6. Joint Venture, Consortium or Association ........................... 69
7. Eligibility .................................................................... 69
8. Notices ....................................................................... 69
9. Governing Law ............................................................. 70
10. Settlement of Disputes ..................................................... 70
11. Inspections and Audit .................................................... 70
12. Scope of Supply ........................................................... 71
13. Delivery and Documents ................................................ 71
14. Supplier’s Responsibilities ................................................ 71
15. Contract Price .............................................................. 71
16. Terms of Payment .......................................................... 71
17. Taxes and Duties ............................................................ 72
18. Performance Security ..................................................... 72
19. Copyright ................................................................... 74
20. Confidential Information .................................................. 72
21. Subcontracting ............................................................... 73
22. Specifications and Standards .......................................... 74
23. Packing and Documents .................................................. 74
24. Insurance .................................................................... 75
25. Transportation ............................................................... 75
26. Inspections and Tests ..................................................... 75
27. Liquidated Damages ........................................................ 76
28. Warranty .................................................................... 76
29. Patent Indemnity ............................................................. 77
30. Limitation of Liability ...................................................... 78
31. Change in Laws and Regulations ...................................... 79
32. Force Majeure ............................................................... 79
33. Change Orders and Contract Amendments ........................ 79
34. Extensions of Time ........................................................ 80
35. Termination ................................................................. 81
36. Assignment .................................................................. 82
37. Export Restriction .......................................................... 82
Section VI. General Conditions of Contract

1. Definitions  1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.

(c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(d) “Day” means calendar day.

(e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(f) “GCC” means the General Conditions of Contract.

(g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.

(i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(j) “SCC” means the Special Conditions of Contract.

(k) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
(l) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(m) “The Project Site,” where applicable, means the place named in the SCC.

2. **Contract Documents**

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

3. **Fraud/Corruption and Integrity Clause**

   3.1 If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier’s employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.

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

   (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

   (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

   (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an

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1 “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Public Body’s staff and employees of other organizations taking or reviewing procurement decisions.

2 “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

3 “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.
improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Public body’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Public body’s inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Public body].

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

3.3 The Supplier shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.

Transgression of the above is a serious offence and appropriate actions will be taken against such supplier.

4. Interpretation

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

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and

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4 “Party” refers to a participant in the procurement process or contract execution.
obligations of parties hereunder shall be as prescribed by Incoterms.

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Non-waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

5. Language

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

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

5.3 Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.

6. **Joint Venture, Consortium or Association**

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. **Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. **Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
9. **Governing Law**  
9.1 The Contract shall be governed by and interpreted in accordance with the laws of Mauritius, unless otherwise specified in the SCC.

10. **Settlement of Disputes**  
10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

10.3 Notwithstanding any reference to arbitration herein,

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

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

11. **Inspections and Audit**  
11.1 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Public Body and/or persons appointed by the Public Body to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Public Body if requested by the Public Body. The Supplier’s and its Subcontractors and consultants’ attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Public Body’s inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination.
12. **Scope of Supply**  
12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

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

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

15. **Contract Price**  
15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

16. **Terms of Payment**  
16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.

16.2 The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be made subject to the following general principle:

(a) payment will be made in the currency or currencies in which the the bid price is expressed.

(b) Local bidders will be paid in fixed Mauritian Rupees or Mauritian rupees adjusted to the fluctuation in the rate exchange at the time of delivery, as specified in the SCC.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC,
for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

17.1 For goods manufactured outside Mauritius, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Mauritius.

17.2 For goods Manufactured within Mauritius, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Mauritius, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in the form of a bank guarantee or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

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

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

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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

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

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or
Section VI. General Conditions of Contract

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

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods’ country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

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

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
24. Insurance

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

25. Transportation

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

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods’ final destination, or in another place in Mauritius as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier’s performance of its other obligations under the Contract, due allowance will be made in
respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Mauritius.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and
accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser’s compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

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

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement
31. Change in Laws and Regulations

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

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

33. Change Orders and Contract Amendments

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

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

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

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

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

34. Extensions of Time

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

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

35. Termination

35.1 Termination for Default
(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgement of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

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

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier’s receipt
of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

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

37. Export Restriction

Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to Mauritius, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser’s convenience pursuant to Sub-Clause 35.3.
Section VI. General Conditions of Contract

The General Conditions of Contract (GCC) applicable for this procurement is available on the web site of the Procurement Policy Office ppo.govmu.org under Ref. G/RFQ-GCC4/09-20 dated 31 August 2020.
## Section VII. Special Conditions of Contract

| GCC 1.1(h) | The Purchaser is: *Mauritius Family Planning and Welfare Association*. |
| GCC 1.1 (m) | The Project Sites/Final Destinations are: *As specified in the list of Goods and Delivery Schedule.* |
| GCC 2.0 | For **notices**, the Purchaser’s address shall be: |
| | **The Mauritius Family Planning and Welfare Association**  
| | **30 SSR Street**  
| | **Port Louis**  
| | **Tel. No.:** (230) 2114101  
| | **Fax No:** (230) 2082397 |
| GCC 2.1 | The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: |
| | **Contracts with Supplier national of Mauritius:** |
| | In the case of a dispute between the Purchaser and a Supplier who is a national of Mauritius, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Mauritius. |
| GCC 3.0 | The equipment are to be supplied within **12 weeks** as from the date of the Letter of Acceptance. Details of Shipping and other Documents to be furnished by Suppliers are: |
| | (a) **Commercial Invoice**; |
| | (b) **Signed delivery note**; |
| | (c) **Warranty Certificates** - Three copies for each machine |
| | (d) **Commissioning Certificate** - Three copies for each machine |
| | (e) **User manual** – as per Technical Specifications |
| | (f) **Service manual with spare parts list** - as per Technical Specifications |
| | (g) **Operations Manual** - as per Technical Specifications |
| GCC 3.4 | The prices charged for the Goods supplied and the related Services performed shall not be adjustable. |
| GCC 4 | The method and conditions of payment to be made to the supplier under Contracts of Rs 100,000 and above shall be as follows: full payment upon submission of duly signed Installation and Commissioning Certificates. |
| GCC 5 | Local Suppliers shall be paid in Mauritian Rupees only. The prices may be adjustable to fluctuation in the rate of exchange at the time of delivery, if so opted by the bidders in their submission. |
| GCC 5.1 | Interest shall be payable immediately after the due date for payment. The interest rate shall be the legal rate. |
| GCC 5.2 | (i) A Performance Security shall be required for contracts as from Rs 100,000.00. (ii) The Performance Security shall be 10% of the contract value and shall be in the Form of a Bank Guarantee as per Performance Security Sample Form and shall be valid for a period of twenty-eight (28) days beyond the warranty period. (iii) In the event of delay in the delivery and/or Commissioning of the equipment, the Bidder shall agree to an extension of the Performance Security for the period mentioned above. |
| GCC 5.3 | The Performance Security shall be denominated in Mauritian Rupees. |
| GCC 5.4 | Discharge of the Performance Security shall take place not later than twenty-eight (28) days as from the expiry of the warranty period, subject to full compliance with the warranty obligations. Otherwise, it will be forfeited. |
| GCC 5.5 | The packing, marking and documentation within and outside the packages shall be: Not Applicable. |
| GCC 5.8 | The inspections and tests shall be: The equipment shall be tested and commissioned in the presence of the user department before handing over of same, in accordance with the Technical Specifications, Terms and Conditions of Contract. |
| GCC 5.9 | The Inspections and tests shall be conducted at: as specified in the list of Goods and Delivery Schedule. |
| GCC 5.9.1     | The liquidated damages shall be *0.5 % per week of delay representing the amount of undelivered goods.* |
| GCC 5.9.2     | The maximum amount of liquidated damages shall be *5 % of the final contract price of undelivered goods, after which the contract shall be considered as terminated.* |
| GCC 5.9.3     | The minimum period of validity of the warranty as from date of successful commissioning shall be: *As specified in the Technical Specifications*  
For purposes of the Warranty, the places of final destinations shall be:  *As specified in the list of Goods and Delivery Schedule.* |
| GCC 5.9.4     | The period for repair or replacement shall be: *Fifteen (15) days* |
Section VIII. Contract Forms

Table of Forms

1. Contract Agreement ........................................................................................................... 87
2. Performance Security ........................................................................................................ 89
3. Bid Schedule Check List .................................................................................................. 90
4. Bid Summary Sheet .......................................................................................................... 91
5. Draft Maintenance Agreement ......................................................................................... 92
1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

(2) [insert name of Supplier], a company incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

   (a) This Contract Agreement
   (b) Special Conditions of Contract
   (c) General Conditions of Contract
   (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
   (e) The Supplier’s Bid and original Price Schedules
   (f) The Purchaser’s Notification of Award
   (g) [Add here any other document(s)]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Mauritius on the day, month and year indicated above.

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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

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

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

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

Beneficiary: [insert complete name of Purchaser]

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

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

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

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

Procurement Reference Number: MHPQ/EQ/2020-2021/Q14

<table>
<thead>
<tr>
<th>Description</th>
<th>Attached ( please tick if submitted and cross if not)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Submission Form</td>
<td></td>
</tr>
<tr>
<td>List of Goods and Price Schedule</td>
<td></td>
</tr>
<tr>
<td>Specification and Compliance Sheet</td>
<td></td>
</tr>
<tr>
<td>Bid Securing Declaration</td>
<td></td>
</tr>
<tr>
<td>Evidences for conformity of Goods</td>
<td></td>
</tr>
<tr>
<td>Bid Summary Sheet</td>
<td></td>
</tr>
<tr>
<td>Manufacturer’s Authorization</td>
<td></td>
</tr>
<tr>
<td>CV’s of Biomedical Engineer</td>
<td></td>
</tr>
<tr>
<td>Technical Leaflet and Brochure</td>
<td></td>
</tr>
</tbody>
</table>

Name of Bidders: -----------------------

Contact Person: ----------------------- Phone No: -----------------------

Signature of authorized signatory: ------------------------ Date : ------------------------

Company Seal: -----------------------

Disclaimer: The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its bid to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.
4. BID SUMMARY SHEET

Item No 1

Total Price Quoted: .................................. (exclusive of VAT)
Total Maintenance Cost: .............................. (exclusive of VAT)
No of items quoted: ..................................................
Name of Bidder: ..................................................
Address of Bidder: ..................................................
Tel No: ..........................................................
Fax No: ..........................................................
Signature of Bidder: ..............................................
Date: ..........................................................

Item No 2

Total Price Quoted: .................................. (exclusive of VAT)
Total Maintenance Cost: .............................. (exclusive of VAT)
No of items quoted: ..................................................
Name of Bidder: ..................................................
Address of Bidder: ..................................................
Tel No: ..........................................................
Fax No: ..........................................................
Signature of Bidder: ..............................................
Date: ..........................................................

Important Note: Any VAT claimed will be paid upon production of documentary evidence duly certified by MRA
DRAFT MAINTENANCE AGREEMENT
(Labour & Spare parts)

This Agreement is made between:-

The Mauritius Family Planning and Welfare Association, represented by the Executive Director, MFPWA, 30 SSR Street Port Louis, Mauritius or her representative (hereinafter referred to as the “Client”).

AND

Messrs ……………………………, represented by …………………………, electing his domicile for the purpose of this agreement at ……………………………. being its registered address (hereinafter referred to as “the Contractor”).

WHEREAS

The Client wishes that maintenance services (labour and spare parts) be provided for the medical equipment below:

IT IS HEREBY AGREED AS FOLLOWS:

1. **Interpretation**

   For the purpose of this agreement:-
   
   (a) annexes if any to this agreement constitute an integral part thereof;
   (b) where the context so requires, any reference to the singular includes the plural and vice-versa.

2. **Scope of Services**

   Contractor will cover under this agreement:

   2.1 Planned preventive maintenance as per the manufacturer’s recommendations at suitable time to Contractor and the Client;
   2.2 Troubleshooting and elimination of faults occurring during normal operation of the equipment;
   2.3 Provision and replacements of defective parts and maintenance kits;
   2.4 Functional checks and calibrations;
   2.5 Elimination of faults occurring from normal wear and tear;
   2.6 Provision for special tools, measuring and control devices required for maintenance, including tools required for technical modifications, which may be deemed necessary;
   2.7 Breakdown and Emergency interventions will be attended seven (7) days per week upon registration of call with contractor’s office or technical staff. The firm may be contacted by telephone including mobile phone or fax and should attend within 6 hours on the same day; and
   2.8 Field Modification released by the Manufacturer will be carried out under the contract.
3.0 **Planned Preventive Maintenance**

3.1 **Date and time**

The Contractor shall make maintenance visits which will take place in accordance with the manufacturer’s recommended schedule, as outlined in the equipment’s operation and service manuals. The appropriate date and time will be agreed with the user department. The Contractor shall provide to the Client reports on the maintenance carried out within two (2) working days of the preventive maintenance.

3.1.1 Planned Preventive Maintenance and servicing of equipment should be carried out on Sundays to avoid disruption of the services.

4.0 **Responsibilities of Client & Contractor**

4.1 **Contractor’s Responsibilities**

(a) All breakdown calls will be attended to on a 24 hour basis for all days including weekends and Public Holidays.

(b) A maximum response time of 2 hours shall be allowed from the time of registration of call.

(c) Service report should be submitted immediately after each intervention excluding planned preventive maintenance.

(d) The agreed uptime of the equipment shall be 95% and therefore, the agreed downtime shall be 5%.

(e) Any replacement of defective parts shall be done in the presence of Biomedical staff of the Ministry.

(f) Replacement parts shall be new and shall be clearly identified with the part number in the service reports.

4.2 Clients’ Responsibilities

(a) Maintaining manufacturer’s recommended conditions such as temperature, humidity, electrical supply as communicated by supplier at the time of installation of the equipment.

(b) Usage of equipment shall be as per the manufacturer’s recommendations in Operator’s manual.

(c) Operation safety should be adhered by the Client’s employees.

(d) The Field Modification released by the manufacturer and shipped to customer will be cleared from customs by the customer and made available at site.

5.0 **Duration of Contract**

5.1 This contract shall run for a period of one (1) year starting from ................. on a fixed term basis and may be renewable for a further period of one year upon satisfactory performance.

5.2 This contract is valid for the main equipment and its accessories. Third party items namely: the UPS, electrical panel for electrical supply, camera and air-conditioning options for the room are not covered under the scope of this contract.

6.0 **Prices**
6.1 The Client shall pay to the Contractor a sum of **Rs ………………….. (Rupees …………………………….)**, Labour and Spare Parts, inclusive of VAT and other charges, during the contract period, for services provided under this agreement.

6.2 Payment of **Rs …………………………. (Rupees …………………………….)** will be effected on a quarterly basis on performance of the preventive, maintenance and repairs to the satisfaction of the Ministry and certification of same by user department and the Biomedical Unit.

6.3 Unless there is a dispute, payment shall be effected within a period of 30 (thirty) clear days of the presentation of invoice.

6.4 Any delay in the payment of any of the installment would not entitle the Contractor to stop execution of the contract. However, if payment is not settled within one month after the latest date of payment, the contractor may serve notice for the termination of the contract and claim all amount due, with interest.

7.0 Penalty

7.1 In case of delay in the repair of the equipment beyond the agreed down time see Paragraph 4.1 (d), penalty shall be applied according to Paragraph 7.2.

7.2 The penalty referred to in Paragraph 7.1 shall be as per the following formula:

\[
\text{VC/8736 X DH}
\]

\[
\begin{align*}
\text{VC:} & \quad \text{the value of the contract agreement for the equipment} \\
\text{DH:} & \quad \text{the number of Hours exceeding the agreed downtime (this also includes weekends)} \\
8736: & \quad \text{Total no. of working hours in a year}
\end{align*}
\]

7.3 The penalty may be deductible from the last quarter instalment payable in accordance with Paragraph 6.2 above.

7.4 Notwithstanding any other provision of this agreement, the Client may deduct any sum due on penalty from any payment due by the Client under this Agreement.

8.0 Liability

8.1 The Contractor shall be liable for the negligence and imprudence of its préposés, its agents, or its employees.

8.2 The Contractor shall be liable for any damage to fixed and movable property, injuries to patients or any person, including the Contractor’s staff and personnel due to the negligence or imprudence of the Contractor, its préposés its agents, or its employees.

9.0 Spare Parts

9.1 Contractor shall procure the spare parts the price of which is included in the price stipulated at Paragraph 6.1.

9.2 Used spare parts should be returned to the user department.
10.0 **Miscellaneous & Exclusions**

10.1 Any spare part, drawing or tools and equipment procured by the Contractor for the purpose of this Agreement shall remain the property of the Contractor.

10.2 In the case of **force majeure**, payment of the contract price shall be suspended.

10.3 The Contractor shall arrange for at least 2 Bio-Medical Engineers and 3 Technicians to be posted in Mauritius during the contract period.

10.4 In case expertise for repairs is not available in Mauritius, the Contractor shall, at its own costs, arrange for the required expertise from abroad to be flown to Mauritius by the next available flight.

10.5 Dismantling and reinstallation of the equipment is beyond scope of this contract.

10.6 This contract excludes damages due to non compliance to manufacturer’s recommendations, accidents and natural calamities.

10.7 Under circumstances listed under Paragraph 10.5 the cost of repairs and spare parts will be to the Client’s accounts for which the Contractor will furnish the quotation prior to such repairs and said repairs shall be completed only after approval of the quotation.

10.8 Any third party interventions during the period stated under Paragraph 5.1 will automatically terminate the contract.

11.0 **Performance Security**

11.1 The Contractor has deposited with the Client a Performance Security to the amount of **Rs .................. (Rupees ........................................)** as security for the payment of the damages stipulated in this agreement. The Performance Security will be forfeited without notice by the Client, in case of non respect of contractual terms and poor performance.

12.0 **Termination of Contract**

12.1 Subject to Paragraph 7.4, should any party to this agreement fail to perform any of its obligations (hereinafter referred to as the “Defaulting Party”) the same shall be notified to the Defaulting party by the other party in writing. If the Defaulting Party fails to perform its obligation within 48 (forty eight) hours of service of the said notice or within such time frame as may be agreed in writing between the parties; the other party shall be entitled to terminate this agreement without the need for any judicial or extra-judicial process.

12.2 If there are reasonable grounds to believe that the Contractor is guilty of tax evasion or financial misconduct in relation to its obligations under this agreement, the Client may terminate the agreement with immediate effect without the need for any judicial or extra-judicial process.

13.0 **Arbitration**
13.1 Any dispute between the parties concerning the present agreement shall first be resolved by negotiation between the parties. In case they cannot reach a settlement, such dispute shall be submitted to an arbitrator to be chosen by the parties by mutual agreement. Should the parties fail to agree in the choice of an arbitrator within a fortnight of one party declaring a dispute and suggesting the name of an arbitrator, such arbitrator shall be appointed by a Judge of the Supreme Court sitting at chambers. The arbitration proceedings shall be subject to the provisions of the Code of Civil Procedure and to Mauritian law.

**Drawn up in two originals and in good faith at Port Louis.**

This ……………………………..day of ……………………….2020

Signature of representative of the Client

Name: ............................

Title: .............................

Seal of Employer

Signature of representative of the Contractor

Name: ............................

Title: .............................

Seal of the Contractor’s company