



**Ministry of Health and Wellness**

**BIDDING DOCUMENTS**

**for**

**Procurement of Orthopaedic Implants and  
Instruments for a period of two years**

**Procurement Reference No:  
MHPQ/NP/MDIS/ORTHOIMP/2019-2020/Q61**

**CPB Reference No: CPB/87/2019**

**(Open International Bidding)**

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**Issued on: 13 February 2020**

## **Notice to Bidders**

### **Government e-Procurement System**

In line with Government's plan towards a fully-fledged digital society requiring increased use of ICT in public administration, public bodies would, by the end of July 2019, carry out public procurement electronically on the Government e-Procurement System (e- PS). Consequently the paper based procurement process would gradually be phased out.

The e-PS is live and a growing number of public bodies are already carrying out their procurement proceedings online.

In this respect, Bidders are advised to register at the earliest on the e-PS at the following address:

<https://eproc.publicprocurement.govmu.org>

A video for Bidders on "How to Register" can be viewed on Youtube at:

<https://www.youtube.com/watch?v=MvH-PqQRS3k>

All registered Bidders will automatically be alerted by email of all online Invitation for Bids issued by any public body. For any further information, contact the Help Desk of Procurement Policy Office by the following email or phone number:

**Email:** [eprocdesk@govmu.org](mailto:eprocdesk@govmu.org)

**Tel:** +230 201 1530

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## **PART 1 – Bidding Procedures**

# Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### A. General

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| <b>1. Scope of Bid</b>   | <p>1.1 The Employer <b>indicated in the Bidding Data Sheet (BDS)</b>, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement through Open Advertised Bidding (open for local and overseas suppliers) are <b>specified in the BDS</b>. The name, identification, and number of lots are <b>provided in the BDS</b>.</p> <p>1.2 Throughout these Bidding Documents:</p> <ul style="list-style-type: none"><li>(a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt;</li><li>(b) if the context so requires, “singular” means “plural” and vice versa; and</li><li>(c) “day” means calendar day.</li></ul>   |
| <b>2. Source of Funds</b>  | <p>2.1 Unless otherwise stated in the <b>BDS</b>, this procurement shall be financed by the Public Body’s own budgetary allocation.</p>  |
| <b>3. Public Entities Related to Bidding Documents and to Challenge and Appeal</b> | <p>3.1 The public entities related to these bidding documents are the Public Body, acting as procurement entity (Employer), the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Independent Review Panel, set up under the Public Procurement Act 2006 (hereinafter referred to as the Act.)</p> <p>3.2 Sections 43, 44 and 45 of the Act provide for challenge and review mechanism. Unsatisfied bidders shall follow procedures prescribed in Regulations 48, 49 and 50 of the Public Procurement Regulations 2008 to challenge procurement proceedings and award of procurement contracts or to file application for review at the Independent Review Panel.</p> <p>3.3 Challenges and Applications for Review shall be forwarded to the addresses indicated <b>in the BDS</b>;</p> |
| <b>4. Fraud and Corruption</b>   | <p>4.1 It is the policy of the Government of the Republic of Mauritius to require Public Bodies, as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers</p>  |

and suppliers, observe the highest standard of ethics during the procurement and execution of contracts.<sup>1</sup> In pursuance of this policy, the Government of the Republic of Mauritius:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (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<sup>2</sup>;
  - (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;<sup>3</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties<sup>4</sup> designed to achieve an 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<sup>5</sup> 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 the Employer’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

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<sup>1</sup> In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Employer’s staff and employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

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

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

- (bb) acts intended to materially impede the exercise of the Employer's inspection and audit rights provided for under sub-clause 4.2 below.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question; and
- (c) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated<sup>b</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.
- 4.2 In further pursuance of this policy, Bidders shall permit the Employer to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Employer.
- 4.3 Furthermore, bidders shall be aware of the provision in Clauses 3.1 and 35.1 (a) of the General Conditions of Contract.
- 4.4 Bidders, suppliers and public officials shall also be aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO) : [ppo.govmu.org](http://ppo.govmu.org)
- 4.5 The Employer commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such bid shall be rejected.

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<sup>b</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's pre-qualification application or the bid; or (ii) appointed by the Employer.

## 5. Eligible Bidders 5.1

- (a) Subject to ITB 5.4, 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 5.5) 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.

5.2 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 Employer 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.

- 5.3 (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.

(b) Bids from suppliers appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

Links for checking the ineligibility lists are available on the PPO's website: *ppo.govmu.org*

- 5.4 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.

- 5.5 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 Employer.

- 5.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

## **6. Eligible Goods and Related Services**

- 6.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country subject to ITB 5.3 and 5.4.
- 6.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, industrial plants and "related services" which include services such as insurance, installation, training, and initial maintenance.
- 6.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or

processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## **B. Contents of Bidding Documents**

### **7. Sections of Bidding Documents**

- 7.1 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

- 7.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.
- 7.3 The Employer is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Employer.
- 7.4 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.

### **8. Clarification of Bidding Documents**

- 8.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address **specified in the BDS**. The Employer 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 Employer 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 Employer deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 25.2.

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| <b>9. Amendment of Bidding Documents</b> | <p>9.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addendum.</p> <p>9.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Employer.</p> <p>9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 25.2</p> |
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### **C. Preparation of Bids**

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| <b>10. Cost of Bidding</b>              | 10.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.  |
| <b>11. Language of Bid</b>              | <p>11.1 The Bid, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Employer, 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.</p> <p>11.2 Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.</p> |
| <b>12. Documents Comprising the Bid</b> | <p>12.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) the Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and 16;</li> <li>(b) the Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 22, if required;</li> <li>(c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 23.2; <b>as specified in the BDS.</b></li> <li>(d) documentary evidence in accordance with ITB Clause 17</li> </ul>           |

establishing the Bidder's eligibility to bid;

- (e) documentary evidence in accordance with ITB Clause 18, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB Clauses 19 and 31, that the Goods and Related Services conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITB Clause 20 establishing the Bidder's qualifications to perform the contract if its bid is accepted, and
- (h) any other document **required in the BDS.**

**13. Bid Submission Form and Price Schedules**

- 13.1 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.
- 13.2 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

**14. Alternative Bids**

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

**15. Bid Prices and Discounts**

- 15.1 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.
- 15.2 All lots and items must be listed and priced separately in the Price Schedules.
- 15.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discount offered.
- 15.4 The Bidder shall quote any unconditional discount and indicate the method for their application in the Bid Submission Form.
- 15.5 The terms EXW, CIP, CIF and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS.**
- 15.6 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 Employer. This shall not in any way limit the Employer'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 the Bidder.

15.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account 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, pursuant to ITB Clause 31. 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.

15.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each

lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 15.4 provided the bids for all lots are submitted and opened at the same time.

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| <b>16. Currencies of Bid</b>  | <p>16.1 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 <b>BDS</b>.</p> <p>16.2 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.</p> <p>16.3 Local Bidders shall quote only in Mauritian Rupees <b>as specified in the BDS</b>.</p>   |
| <b>17. Documents Establishing the Eligibility of the Bidder</b>                     | <p>17.1 To establish their eligibility in accordance with ITB Clause 5, Bidders shall complete the Bid Submission Form, included in Section IV: Bidding Forms.</p>   |
| <b>18. Documents Establishing the Eligibility of the Goods and Related Services</b> | <p>18.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 6, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.</p>  |
| <b>19. Documents Establishing the Conformity of the Goods and Related Services</b>  | <p>19.1 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.</p> <p>19.2 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.</p> <p>19.3 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 <b>specified in the</b></p> |

**BDS** following commencement of the use of the goods by the Employer.

- 19.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Employer 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 Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

**20. Documents  
Establishing the  
Qualifications  
of the Bidder**

- 20.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Employer'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.

**21. Period of  
Validity of Bids**

- 21.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 22, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 21.3.

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

## 22. Bid Security

- 22.1 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**.
- 22.2 The Bid Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.
- 22.3 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 Employer prior to bid submission;
  - (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Clause 22.6 are invoked;
  - (e) be submitted in its original form; copies will not be accepted;
  - (f) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 21.2;
- 22.4 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, in accordance with ITB 22.1, shall be rejected by the Employer as nonresponsive.
- 22.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 45.
- 22.6 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, except as provided in ITB Sub-Clause 21.2; 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 in accordance with ITB 44; or furnish a performance security in accordance with ITB 45;

22.7 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.

22.8 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, except as provided in ITB 21.2;
- (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 in accordance with ITB 43; or furnish a performance security in accordance with ITB 44.

the bidder may be disqualified by the Government of Mauritius to be awarded a contract by any Public Body for a period of time.

### **23. Format and Signing of Bid**

23.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 12 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.

23.2 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.

23.3 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**

### **24. Submission, Sealing and**

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

<b>Marking of Bids</b>	<p>submitting their bids electronically.</p> <ul style="list-style-type: none"> <li>(a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 14, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 24.2 and 24.3.</li> <li>(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the <b>BDS</b>.</li> </ul>
	<p>24.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> <li>(a) bear the name and address of the Bidder;</li> <li>(b) be addressed to the Employer in accordance with ITB Sub-Clause 25.1;</li> <li>(c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as <b>specified in the BDS</b>, and</li> <li>(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 28.1.</li> </ul>
	<p>24.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.</p>
<b>25. Deadline for Submission of Bids</b>	<p>25.1 Bids must be received by the Employer at the address and not later than the date and time <b>specified in the BDS</b>.</p> <p>25.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<b>26. Late Bids</b>	<p>26.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 25. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
<b>27. Withdrawal, Substitution, and</b>	<p>27.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 24, duly signed by an authorized</p>

## Modification of Bids

representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 23.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 23 and 24 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 25.

27.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 27.1 shall be returned unopened to the Bidders.

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

## 28. Bid Opening

28.1 The Employer 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**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 24.1 shall be as **specified in the BDS**.

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

28.3 All other 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 Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 26.1.

- 28.4 The Employer shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security, 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 on line when electronic bidding is permitted.

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

- |                                  |   |
|----------------------------------|---|
| <b>29. Confidentiality</b>       | <p>29.1 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.</p> <p>29.2 Any effort by a Bidder to influence the Employer in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.</p> <p>29.3 Notwithstanding ITB Sub-Clause 29.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.</p> |
| <b>30. Clarification of Bids</b> | <p>30.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Employer 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 Employer shall not be considered. The Employer'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 Employer in</p>   |

the Evaluation of the bids, in accordance with ITB Clause 32.

**31. Responsiveness of Bids**

- 31.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 31.2 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 Employer'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.
- 31.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

**32. Nonconformities, Errors, and Omissions**

- 32.1 Provided that a Bid is substantially responsive, the Employer may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 32.2 Provided that a bid is substantially responsive, the Employer 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.
- 32.3 Provided that the Bid is substantially responsive, the Employer 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 Employer 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.
- 33. Preliminary Examination of Bids**
- 33.1 The Employer shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.
- 33.2 The Employer shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 13.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 13.2;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 22, if applicable.
- 34. Examination of Terms and Conditions; Technical Evaluation**
- 34.1 The Employer 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.
- 34.2 The Employer shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 19, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 34.3 If, after the examination of the terms and conditions and the technical evaluation, the Employer determines that the Bid is not substantially responsive in accordance with ITB Clause 31, it shall reject the Bid.
- 35. Conversion to Single Currency**
- 35.1 For evaluation and comparison purposes, the Employer 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**.
- 36. Margin of Preference**
- 36.1 Margin of preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.
- 37. Evaluation of Bids**
- 37.1 The Employer shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

37.2 To evaluate a Bid, the Employer shall use only the factors, methodologies and criteria defined in ITB Clause 37. No other criteria or methodology shall be permitted.

37.3 To evaluate a Bid, the Employer shall consider the following:

- (a) evaluation to be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 15;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 32.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 15.4;
- (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
- (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 36 if applicable.

37.4 (a) The Employer'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 Employer'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.

37.5 The Employer's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 15. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 37.3 (d).

37.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Employer to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine

- the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.
- 38. Comparison of Bids** 38.1 The Employer shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 37.
- 39. Post-qualification of the Bidder** 39.1 The Employer 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.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 20.
- 39.3 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 Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 39.4 Notwithstanding anything stated above, the Employer reserves the right to assess the Bidder's capabilities and capacity to execute the Contract satisfactorily before deciding on award.
- 40. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 40.1 The Employer 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**

- 41. Award Criteria** 41.1 The Employer 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.
- 42. Employer's Right to Vary Quantities at Time of Award** 42.1 At the time the Contract is awarded, the Employer 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.
- 43. Notification of** 43.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed

<b>Award</b>	<p>threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge and Appeal the Employer shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. The Letter of Acceptance shall specify the sum that the Employer 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 Employer shall publish on the Public Procurement Portal (<a href="http://publicprocurement.govmu.org">publicprocurement.govmu.org</a>) and the Employer’s website, the results of the Bidding Process identifying the bid and lot numbers and the following information:</p> <ul style="list-style-type: none"> <li>(i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and</li> <li>(ii) an executive summary of the Bid Evaluation Report</li> </ul>
<b>44. Signing of Contract</b>	<p>43.2 Until a formal Contract is prepared and executed, the letter of Acceptance shall constitute a binding Contract.</p> <p>44.1 Promptly after issue of letter of acceptance, the Employer shall send the successful Bidder the Agreement and the Special Conditions of Contract.</p> <p>44.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Employer.</p> <p>44.3 Notwithstanding ITB 44.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Employer, to Mauritius, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Employer that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.</p>
<b>45. Performance Security</b>	<p>45.1 Within twenty eight (28) days of the receipt of letter of Acceptance from the Employer, 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 Employer. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and</p>

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discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 22.4.

- 45.2 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 Employer may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

#### **46. Debriefing**

- 46.1 The Employer 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 by following regulation 9 of the Public Procurement Regulations 2008 as amended.

## Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Employer is: <b>Ministry of Health and Wellness.</b>
	<p>The name of the Procurement is: <b>Procurement of Orthopaedic Implants and Instruments for a period of two years</b></p> <p><b>Procurement Reference No: MHPQ/NP/MDIS/ORTHOIMP/2019-2020/Q61</b></p> <p><b>CPB Ref No: CPB/87/2019</b></p> <p>The Invitation for Bids has been issued through an <b><u>Open International Bidding procedure</u></b> for qualified local and overseas bidders.</p>
ITB 3.3	<p>(a) The address to file challenge in respect of this procurement is:</p> <p style="padding-left: 40px;"><b>The Senior Chief Executive Ministry of Health and Wellness 5<sup>th</sup> Floor, Emmanuel Anquetil Building SSR Street Port-Louis Republic of Mauritius Tel No: +230 201 2334 Fax No: +230 211 6864</b></p> <p>(b) The address to file application for review is:</p> <p style="padding-left: 40px;"><b>The Chairman Independent Review Panel, 9<sup>th</sup> Floor, Wing B Emmanuel Anquetil Building Pope Hennessy Street Port Louis Republic of Mauritius Tel : +230 201 3949 Fax No : +230 201 3920</b></p>

<b>ITB 5.3</b>	<p>A list of firms debarred from participating in Public Procurement in Mauritius is available at <a href="http://ppo.govmu.org">ppo.govmu.org</a></p> <p>A list of firms debarred by World Bank is available at <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>.</p>
	<b>B. Contents of Bidding Documents</b>
<b>ITB 8.1</b>	<p>For <b><u>Clarification of bid purposes</u></b> only, the Employer's address is:</p> <p><b>The Senior Chief Executive</b>  <b>Attn.: Assistant Manager Procurement and Supply</b>  <b>Medical Disposable Section</b>  <b>Room No: 1009</b>  <b>Ministry of Health and Wellness</b>  <b>10<sup>th</sup> Floor, Emmanuel Anquetil Building</b>  <b>SSR Street</b>  <b>Port Louis</b>  <b>Republic of Mauritius</b>  <b>Tel. No.: +230 201 2334      Fax No.: +230 211 6864</b></p>
<b>ITB 8.1</b>	<p><b>Request for Clarifications should reach the Employer not later than twenty one (21) days, prior to the closing date for submission of bids. Reply to clarifications will be made at latest fourteen (14) days prior to the deadline for submission of bids.</b></p>
	<b>C. Preparation of Bids</b>
<b>ITB 12.1(c)</b>	<p>(a) This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or through a Power of Attorney.</p> <p>The name and position held by each person signing the authorization must be typed or printed below the signature.</p> <p>(b) In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties</p> <ul style="list-style-type: none"> <li>(i) Stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 5.1, and</li> <li>(ii) Nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</li> </ul> <p><i>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.</i></p>

<b>ITB 12.1(g)</b>	<p>Bidders should submit audited Balance Sheets or if not required by the law of the Bidder's country, other financial statements acceptable to the employer for the last three (3) years to demonstrate the current soundness of the Bidder's financial position.</p> <p>Local Bidders who are not required to file Audited Accounts should submit copies of financial statements filed at the Registrar of Companies prior to the deadline set for submission of bids.</p> <p>Bidders should also fill in Form Financial Situation at "Section IV (Bidding Forms)"</p>
<b>ITB 12.1 (h)</b>	<p>The Bidder shall submit the following additional documents in its bid:</p> <p>(I) Clear, unambiguous product catalogue for items quoted with full technical details shall be submitted along with bid (sealed and with supplier's name and address, bid number and closing date clearly written on outside envelope/packing) at the address below not later than the <b><u>closing date of bid up to 13.30 hours (local time) at latest.</u></b></p> <p style="text-align: center;"> <b>The Chief Executive Central Procurement Board 1<sup>st</sup> Floor, Social Security House Julius Nyerere Avenue Rose Hill Republic of Mauritius</b> </p> <p style="text-align: center;"> <b>Tel No.: +230 465 9300 Fax No.: +230 465 0846</b> </p> <p>(II) Product catalogues submitted should clearly state the country of origin, the manufacturer and the make of items.</p> <p>(III) Photocopies of product catalogues may be considered provided they are clear, legible and have been certified to be a true copy of the original.</p> <p>(IV) Non submission of the product catalogues may entail rejection of the bid for that particular item.</p>
<b>ITB 12.1 (h)</b>	<p><b><u>Bidders should submit the following documents:-</u></b></p> <p><b><u>Items 1-15 : Items for Planned Surgery</u></b></p> <p>(a) Proper sets of product catalogues and techniques of surgery should be submitted for evaluation.</p> <p>(b) Evidence of clinical use and survivorship from recognized sources or data from international registries should be provided for evaluation.</p> <p>(c) A proof of International survivorship of at least 10 years should be provided from recognized international registries or medical journals. Except for spinal surgery, survivorship of 5 years is required.</p>

	<p>(d) FDA-USA (Food &amp; Drug Administration) certificate should be submitted.</p> <p><b><u>Items 16-19 : Items for Planned/Emergency Spinal Surgery</u></b></p> <p>(a) Proper sets of product catalogues, brochures and techniques of surgery should be submitted for evaluation.</p> <p>(b) Evidence of clinical use and survivorship from recognized sources or data from international registries should be provided for evaluation.</p> <p>(c) FDA-USA (Food &amp; Drug Administration) certificate should be submitted.</p> <p><b><u>Items 20-43 : Items for Urgent/Semi-Urgent Surgery</u></b></p> <p>(a) Evidence of MRI Compatibility should be submitted.</p> <p>(b) Evidence of clinical use and survivorship from recognized sources or data from international registries should be provided for evaluation.</p> <p>(c) Implants should be of stainless steel 316L (where specified) and surgical grade Titanium (where specified). For stainless steel 316L, supplier should provide evidence of MRI conditional as per ASTM F2503.</p> <p>(d) FDA-USA (Food &amp; Drug Administration) certificate should be submitted.</p> <p><b><u>Items 44-99 : Items for Stock</u></b></p> <p>(a) FDA-USA (Food &amp; Drugs Administrations) certificate should be submitted for <b>items 44 to 54, 62 to 64 and 96, 97 &amp; 98.</b></p> <p>(b) Evidence of MRI compatibility should be submitted for <b>items 44 to 53.</b></p>
<b>ITB 14.1</b>	Alternative Bids <b>shall not</b> be considered.
<b>ITB 15.5</b>	The Incoterms edition is: Incoterms 2010.
<b>ITB 15.6 (b) (i), (ii)</b>	<p>For Goods offered from outside Mauritius, the Bidder shall quote prices using the following Incoterms: DDP (Delivered Duty Paid) for Local Bidders.</p> <p>For Overseas Suppliers the bidder shall quote on Cost Insurance Freight Basis. (CIF)/ Carriage and Insurance Paid To Basis (CIP).</p>
<b>ITB 16.1</b>	The Bidder is required to quote in Mauritian Rupees the portion of the bid price that corresponds to expenditures incurred in that currency.

<b>ITB 16.3</b>	<p>Local bidders shall quote only in Mauritian Rupees on the basis of either:</p> <p>(a) Prices not adjustable to rate of exchange or (b) Prices subject to adjustment to the fluctuation in rate of exchange.</p> <p>The rate of exchange to be used by bidders for the preparation of the bid shall be the prevailing rates at the Bank of Mauritius (Telegraphic Transfer Rate (Selling)). Adjustment shall be made upward or downward with respect to fluctuation of exchange rates between the rate of exchange prevailing on the closing date (base rate) and that prevailing at the time of delivery of goods.</p> <p>Overseas Bidders shall quote in fixed USD, Euro or GBP.</p>
<b>ITB 19.3</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): Not applicable
<b>ITB 20.1 (a)</b>	Manufacturer's authorization <b>is required</b> .
<b>ITB 20.1 (b)</b>	After sales service is not required.
<b>ITB 21.1</b>	The bid validity period shall be <b>120 days</b> as from the closing date for submission of bids, up to <b>13 August 2020</b> , whichever is the latest. The deadline date for submission of bids to be counted as day one of the validity period.
<b>ITB 22.1</b>	Bid shall include a Bid Security (issued by Bank) in the format specified in Section IV Bidding Form (page 47)
<b>ITB 22.3</b>	The amount of Bid Security shall be 1% of the total bid amount up to a maximum of <b>MUR 5,000,000 or USD 135,000 or Euro 123,000 or GBP 106,000</b> . The Bid Security shall be valid for 150 days, i.e up to <b>12 September 2020</b> .
<b>ITB 23.1</b>	<p>In addition to the original of the bid, the number of copies is: <b>Two (2)</b></p> <p>The copies shall be identical to the original, i.e. accompanied with all annexes, catalogues, techniques of surgery and evidences, etc.</p> <p><b>Any discrepancies between the Originals and the copies, the originals shall prevail.</b></p>
	<b>D. Submission and Opening of Bids.</b>
<b>ITB 24.1</b>	Bidders <b>shall not</b> have the option of submitting their bids electronically.
<b>ITB 24.2 (c)</b>	<p>The inner and outer envelopes shall bear the following additional identification marks:</p> <p><b>(a) The name and address of the Bidder;</b></p>

	<p>(b) The name and address of the Employer;</p> <p>(c) The name and identification number of the Procurement;</p> <p>(d) CPB Ref No:-CPB/87/2019</p> <p>(e) The closing date and time.</p>
<b>ITB 25.1</b>	<p>For bid submission purposes, bids shall be deposited in the bid box located at the address below:</p> <p><b>The Chief Executive Central Procurement Board 1<sup>st</sup> Floor Social Security House Julius Nyerere Avenue Rose Hill Republic of Mauritius</b></p> <p><b>The deadline for the submission of bids is:</b>  <b>Date: Thursday 16 April 2020</b>  <b>Time: up to 13.30 hours (Local Time) at latest</b></p>
<b>ITB 28.1</b>	<p>The bid opening shall take place at:</p> <p><b>The Conference Room Central Procurement Board 1<sup>st</sup> Floor, Social Security House Julius Nyerere Avenue Rose Hill Republic of Mauritius</b></p> <p><b>Date: Thursday 16 April 2020</b>  <b>Time: as from 14.00 hours (Local Time).</b></p>
<b>ITB 35.1</b>	<p>Conversion to Mauritian Rupee will be done for evaluation purposes based on the rate of exchange prevailing seven (7) days prior to the closing date. The exchange rate shall be the Bank Selling Telegraphic Transfer Rate.</p>
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 37.3(a)</b>	<p><b>Evaluation will be done on an item-wise basis.</b>  <b>Note:</b>  <b>Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</b>          Successful Bidder should make provision of at least one (1) Qualified Nurse/Health care Assistant with minimum of 1 year of experience/training as Instrument Specialist in the field of Orthopaedic surgery. Cv's to be submitted along with the tender.</p>

<b>ITB 37.3(d)</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none"> <li>(a) Deviation in Delivery schedule: <b>No.</b></li> <li>(b) Deviation in payment schedule: <b>No.</b></li> <li>(c) the cost of major replacement components, mandatory spare parts, and service: <b>No.</b></li> <li>(d) the availability in Mauritius of spare parts and after-sales services for the equipment offered in the bid: <b>No.</b></li> <li>(e) the projected operating and maintenance costs during the life of the equipment: <b>No.</b></li> <li>(f) the performance and productivity of the equipment offered: <b>No.</b></li> </ul>
<b>ITB 37.6</b>	<p><b>Bidders are allowed to quote for one or more items.</b> Bidders shall be allowed to quote for a <b>maximum of 3 options for each item.</b></p>
<b>ITB 40.1</b>	<p>The Employer reserves the right to split the contract. <b>In case, two or more responsive bidders have quoted the same amount for one item, the quantities will be split equally among the bidders.</b></p>
	<p><b>F. Award of Contract</b></p>
<p><b>Tax Clearance Certificate</b> <b>ITB 41.2</b></p>	<p>(a) In line with Government Decision, the Ministry of Health and Wellness shall, prior to award, request the lowest substantially responsive bidder to submit a <b><i>“Tax Clearance Certificate”</i></b> from the Mauritius Revenue Authority (MRA) within a period of one week, confirming that the bidder has filed his tax returns and paid tax due, for public contract as from Rs. 5M.</p> <p>(b) In case the successful bidder does not submit the <b><i>“Tax Clearance Certificate”</i></b> the Ministry of Health and Wellness may consider the next lowest substantially responsive bidder to equally comply to paragraph (a) above.</p> <p>(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 <a href="http://www.mra.mu">www.mra.mu</a>. The bidder is requested to use the reference of the letter issued by the Public Body to access the system.</p>
<b>ITB 42.1</b>	<p>The maximum percentage by which quantities may be increased or decreased is <b>10%.</b></p>

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## Section III. Evaluation and Qualification Criteria

- 1 (a) Submission of the following **mandatory requirements**:
  - (i) Bid Submission Form duly filled and signed, and
  - (ii) Price Schedule filled
  - (iii) Valid Bid Security
  - (iv) Delivery Schedule
  - (v) FDA Certification
  - (vi) MRI compatibility
  - (vii) Clinical use and Survivorship at least 5 years for spinal surgery
  - (viii) Clinical use and International Survivorship at least 10 years
  - (ix) Authorization of Signatory
  - (x) Manufacturer's Authorization
  - (xi) Evidence of MRI conditional as per ASTM F2503 with regards to stainless and Titanium for Items 20-43
  
- 1 (b) Submission of **other documents**: -
  - (i) Bidder Information Form or Joint Venture Partner Information Form
  - (ii) Any other document demonstration tract record of Bidder/Manufacturer in handling Orthopaedic Implants
  - (iii) Financial Statement for the last three (3) years
  - (iv) Catalogues
  
- 1 (c) Technical evaluation as per Specifications
  
- 1(d) Financial evaluation of the items having passed the technical evaluation and determination of the lowest evaluated bid.

## 2. Multiple Contracts (ITB 37.6)

The Employer shall award multiple contracts to the Bidder that offers the lowest evaluated substantially responsive bids (one contract per bid) and meets the post-qualification criteria (Section III, Sub-Section ITB 39.2 Post-Qualification Requirements)

The Employer shall:

- (a) evaluate each item.
- (b) take into account:
  - (i) the lowest-evaluated bid for each item and
  - (ii) the price reduction per item and the methodology for its application as offered by the Bidder in its bid.

## 3. Post-qualification Requirements (ITB 39.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 39.1, the Employer may carry out the post-qualification of the Bidder in accordance with ITB Clause 39, 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.*
- (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.*

### (b) Qualification requirements:

- (i) The manufacturer must have at least three (3) 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.*

**(c) Experience and Technical Capacity**

**The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):**

- i. The bidder should have at least 2 years experience in supplying orthopaedic implants to recognized Health Care Institutions in Mauritius or abroad. The bidder shall furnish proof of experience in forms of awards or invoices or testimonials along with the tender. If the bidder is the manufacturer it must have at least three (3) years of experience in manufacturing Orthopaedic implants type of goods for which the Invitation of Bids is issued.
- ii. Bidder should have established Quality Management system (ISO or equivalent) to allow traceability of items used with lot numbers linked to hospital patient case number for efficient management of recall/revision situations. Documentary evidence of Quality Management system to be submitted along with the tender.
- iii. Bidder should have a cleaning/decontamination facility and a process in place for reprocessing soiled instrumentation sets collected from hospitals. The Employer may visit the bidder's cleaning/decontamination facilities before awarding the contract. Copy of cleaning/Decontamination procedure to be submitted along with the tender.

**(d) The International Bidder shall acknowledge that it has a Local Representative in Mauritius. Full details of the Local Representative to be submitted along with the bids.**

## **Section IV. Bidding Forms**

### **Table of Forms**

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## Bidder Information Form

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

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

Procurement No.: *[insert reference number of bidding process]*

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

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1 and 5.2.  <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 5.1.  <input type="checkbox"/> In case of government owned entity from Mauritius, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 5.5.

## 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.: *[insert reference number of bidding process]*

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative  Name: <i>[insert name of JV's Party authorized representative]</i>  Address: <i>[insert address of JV's Party authorized representative]</i>  Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i>  Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  <input type="checkbox"/> In case of government owned entity from Mauritius, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 5.5.

## 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.: *[insert reference number of bidding process]*  
 Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To:  
 Senior Chief Executive  
 Ministry of Health and Wellness  
 5<sup>th</sup> Floor Emmanuel Anquetil Building  
 SSR Street, Port Louis  
 Mauritius

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, after any discounts offered in item (d) below and excluding VAT, is: \_\_\_\_\_ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies] and (No. of items quoted: .....);*
- (d) The discounts offered and the methodology for their application are:

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

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

- (e) Our bid shall be valid for the period of **120 days** from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 25.1, or up to **13 August 2020**, whichever is later, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we undertake to obtain a Performance Security in accordance with ITB Clause 45 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries \_\_\_\_\_ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 5.2;

- (i) 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 in accordance with ITB Sub-Clause 5.3;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid is payable and the amount and currency of each such commission or gratuity]*

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

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

- (k) We hereby submit a Bid Security of 1% of the total bid amount up to a maximum of **MUR 5,000,000 or USD 135,000 or Euro 123,000 or GBP 106,000**. The Bid Security shall be valid for **150 days** i.e up to **12 September 2020** in accordance with ITB 22 and as specified in the BDS.
- (l) 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 Employer’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.

- (m) 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.
- (n) 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]*

## 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 Employer in the Schedule of Requirements.]*

### Price Schedule : Goods Manufactured outside Mauritius to be imported (Overseas Bidders)

<b>Bidder's name and address:</b> ..... .....			Prices may be in Mauritian or foreign currency  Bid currency: <i>(insert currency)</i>				<b>Date:</b> _____  <b>Procurement Ref. No:</b> _____		
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods and related services	Country of Origin	Delivery	Quantity and physical unit	Unit Price FOB	Freight Charges per unit	Insurance Charges per unit	Unit price CIF/CIP <i>[insert place of destination]</i> (col 6+7+8)	CIF/CIP Price per line item (Col. 5x9)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert no. of weeks]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit FOB price]</i>	<i>[insert charges per unit]</i>	<i>[insert charges per unit]</i>	<i>[insert unit price CIF/CIP]</i>	<i>[insert total CIP/CIP price per line item]</i>
Total Bid Price									

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

Price Schedule: Goods Manufactured outside Mauritius already imported (Local Bidders)									
<b>Bidder's name and address:</b> ..... .....				<b>Prices to be in Mauritian Rupees</b>				<b>Date:</b> _____ <b>Procurement Ref No:</b> _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods and related services	Country of Origin	Delivery	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid,	Price per line item inclusive of Custom Duties and Import Taxes paid, (col. 5x6)	Price per line item for inland transportation to convey the Goods to their final destination	Discount	Total Price per line item (Col. 7+ 8- 9) (DDP)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert no. of hours/weeks ]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[ insert price per line item inclusive of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Mauritius]</i>	<i>Discount</i>	<i>[insert total price per line item]</i>
								<b>Total Bid Price</b>	

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]*

<b>Price Schedule : Goods Manufactured in Mauritius</b>								
<b>Bidder's name and address:</b> ..... .....			<b>Prices to be in Mauritian Rupees</b>				<b>Date:</b> .....  <b>Procurement Ref. No:</b> .....	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods and related services	Delivery	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation to convey the Goods to their final destination	VAT payable per line item if Contract is awarded	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert no. of hours/weeks]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert VAT payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
				<b>NOT APPLICABLE</b>				
							<b>Total Bid Price</b>	

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]*

## Price and Completion Schedule - Related Services

Currencies in accordance with ITB Sub-Clause 15					Date: _____ Procurement Ref. No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in Mauritius to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
		<b>NOT APPLICABLE</b>				
		<b>NOT APPLICABLE</b>				
<b>Total Bid Price</b>						

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

## Bid Security (Bank Guarantee)

.....[Bank's Name and Address of issuing Branch or Office] .....

**Beneficiary:**.....[Name and Address of Public Body] .....

**Date:** .....

**BID GUARANTEE No.:** .....

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

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

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

- (a) has modified or withdrawn its Bid after the deadline for submission of its bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) has refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of its Bid by the Public Body during the period of bid validity, (i) has failed or refused to sign the contract Form, if required, or (ii) has failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

Consequently, any demand for payment under this guarantee must be received by us at the office on or before .....[Public Body to insert date].....

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458. (Applicable to overseas bidders only).

.....[Bank's seal and authorized signature(s) ].....

## 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 Employer]*

### 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]*

## Financial Situation

[The following table shall be filled in for the Bidder and for each member of a Joint Venture.]

**Bidder's Name:** [insert full name]

**Date:** [insert day, month, and year]

Bidder's Party Name: [insert full name]

OIB No. and title : [insert OIB number and title]

Page [insert page number] of [insert total number] pages

### 1. Financial data

Type of Financial Information in (currency)	Historic information for previous [insert number] years. [insert in words] (amount in currency)		
	Year 1	Year 2	Year 3
<b>Statement of Financial Position (Information from Balance Sheet)</b>			
Total Assets (TA)			
Total Liabilities (TL)			
Total Equity / Net Worth (NW)			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital (WC)			
<b>Information from Income Statement</b>			
Total Revenue (TR)			
Profits Before Taxes (PBT)			

### Financial Documents

The Bidder and its parties shall provide copies of financial statements for three (3) years pursuant Section III, Qualifications Criteria and Requirements. The Financial statements shall:

- (a) reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
  - (b) be independently audited or certified in accordance with local legislation.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements<sup>1</sup> for the three (3) years required above; and complying with the requirements.
- <sup>1</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of application, the reason for this should be justified.

## **PART 2 – Supply Requirements**

## **Section V. Schedule of Requirements**

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## 1. List of Goods with description & specifications and Delivery Schedule

Line Item No	Description of Goods with specification	Physical Unit	Qty	Bidder's offered (Compliance Specifications )	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) date	
						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
1	<p><b>TOTAL KNEE ARTHROPLASTY CEMENTED - Modular tibial component, fixed bearing, cruciate retaining system with cross linked polyethylene:</b></p> <p>(i) Tibial metallic base plate with polished surface to interface with polyethylene insert.</p> <p>(ii) Tibial component of cross linked polyethylene insert, of different designs including highly conforming plus inserts to use in PCL deficient knees (sizes should be from <b>8mm to 20mm</b> in <b>2mm/2.5mm</b> increments). The actual Polyethylene liner should be of a minimum thickness of 6mm at its narrowest.</p> <p>(iii) Femoral asymmetrical components (right and left) – 20% to be supplied porous implant permitting pressfit</p> <p>(iv) Fifteen per cent offer should include patella button of polyethylene.</p> <p><b>Offer should include a range of sizes.</b></p> <p><b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b></p> <p><b>For compatibility purposes, (i), (ii), (iii) and (iv) must be of same make.</b></p>	Sets	300		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals.	<p>Delivery on an “as and when required basis.”</p> <p>Implants and instrumentation sets should be supplied within 24 hours following request from user department.</p>	

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Line Item No	Description of Goods with specification	Physical Unit	Qty	Bidder's offered (Compliance Specifications )	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) date	
						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
2	<p><b>TOTAL KNEE ARTHROPLASTY CEMENTED - Modular tibial component, fixed bearing, posterior stabilized system with polyethylene:</b></p> <p>(i) Tibial metallic base plate with polished surface interfacing the polyethylene insert.</p> <p>(ii) Tibial cross linked polyethylene insert (posterior stabilized) (sizes should be from <b>8mm to 20mm</b> in <b>2mm or 2.5mm</b> increments). The actual Polyethylene liner should be of a minimum thickness of 6mm at its narrowest.</p> <p>(iii) Femoral asymmetrical components (right and left).</p> <p>(iv) Fifteen per cent offer should include patella button of polyethylene.</p> <p><b>Offer should include a range of sizes.</b></p> <p><b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied</b></p> <p><b>For compatibility purposes, (i) to (iv) must be of same make.</b></p>	Sets	150		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	<p>Delivery on an “as and when required basis.”</p> <p>Implants and instrumentation sets should be supplied within 24 hours following request from user department.</p>	

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						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
3	<p><b>TOTAL KNEE ARTHROPLASTY CEMENTED:- mobile rotating bearing tibial components and posterior stabilized system:</b></p> <p>(i) Highly polished Tibial base plate (mobile bearing tray).</p> <p>(ii) Tibial polyethylene insert (posterior stabilized) (sizes should be from <b>10mm to 20mm in 2mm or 2.5 mm</b> increments).</p> <p>(iii) Femoral asymmetrical components (right and left).</p> <p>(iv) Patella button of polyethylene in 15% of cases.</p> <p><b>Offer should include a range of sizes.</b></p> <p><b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b></p> <p><b>For compatibility purposes, (i), (ii), (iii) and (iv) must be of same make.</b></p>	Sets	75		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	<p>Delivery on an “as and when required basis.”</p> <p>Implants and instrumentation sets should be supplied within 24 hours following request from user department.</p>	

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						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
4	<p><b>TOTAL KNEE ARTHROPLASTY CEMENTED:- mobile rotating bearing tibial components and cruciate retaining system:</b></p> <p>(i) Highly polished Tibial base plate (mobile bearing tray).</p> <p>(ii) Tibial polyethylene insert rotating platform system</p> <p>(iii) Femoral asymmetrical components (right and left).</p> <p>(iv) Patella button of polyethylene in 15% of cases.</p> <p><b>Offer should include a range of sizes.</b></p> <p><b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b></p> <p><b>For compatibility purposes, (i), (ii), (iii) and (iv) must be of same make.</b></p>	Sets	90		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	<p>Delivery on an "as and when required basis."</p> <p>Implants and instrumentation sets should be supplied within 24 hours following request from user department.</p>	

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Line Item No	Description of Goods with specification	Physical Unit	Qty	Bidder's offered (Compliance Specifications )	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) date	
						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
5	<b>REVISION TOTAL KNEE ARTHROPLASTY WITH TITANIUM/TANTALUM OR POROUS COATED AUGMENTS:</b>						
	<b>(i) FIXED BEARING, POSTERIOR STABILIZED SYSTEM</b> (a) Tibial modular base plate of titanium alloy. (b) Tibial cross linked polyethylene insert (Posterior stabilized design). (c) Femoral asymmetric components (right and left) of cobalt chromium (Posterior stabilized design). (d) Patella button of polyethylene.	Sets	10				
	<b>(ii) FIXED BEARING HIGHLY CONSTRAINED KNEE SYSTEM</b> (a) Tibial modular base plate of titanium alloy. (b) Tibial cross linked polyethylene insert with higher spine (Highly constrained design). (c) Femoral asymmetric components (right and left) of cobalt chromium with deeper notch / box (Highly constrained design). (d) Patella button of polyethylene.	Sets	10		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery on an "as and when required basis."	Implants and instrumentation sets should be supplied within 24 hours following request from user department.
	<b>(iii) MOBILE BEARING/ROTATING PLATFORM POSTERIOR STABILIZED SYSTEM</b> (a) Highly polished revision mobile bearing tibial tray. (b) Mobile bearing tibial inserts of high molecular weight polyethylene (Posterior stabilized design). (c) Femoral asymmetric components (right and left) of cobalt chromium (Posterior stabilized design).	Sets	10				

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						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
	(d) Patella button of polyethylene.						
	<b>(iv) MOBILE BEARING / ROTATING PLATFORM HIGHLY CONSTRAINED KNEE SYSTEM</b> (a) Highly polished revision mobile bearing tibial tray. (b) Mobile bearing tibial inserts of high molecular weight polyethylene with higher spine (Highly constrained design). (c) Femoral asymmetric components (right and left) of cobalt chromium with deeper notch / box (Highly constrained design). (d) Patella button of polyethylene.	Sets	30			Delivery on an "as and when required basis."	
	<b>(v) MOBILE BEARING / ROTATING HINGE SYSTEM</b> (a) Highly polished revision mobile bearing tibial tray. (b) Mobile bearing tibial insert of high molecular weight polyethylene in rotating hinge design to lock with femoral component. (c) Femoral asymmetric components (right and left) of cobalt chromium for revision rotating hinge design. (d) Patella button of polyethylene.	Sets	40		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Implants and instrumentation sets should be supplied within 24 hours following request from user department.	
	<b>(vi) OTHER REVISIONS COMPONENTS/ ACCESSORIES THAT NEED TO BE USED (ACCORDING TO AMOUNT OF BONE LOSS) WITH ABOVE MENTIONED SYSTEMS {i.e. (i), (ii), (iii), (iv) and (v)}:</b>						

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						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
	(a) Femoral stem of titanium alloy: Cemented or Uncemented Press-fit.	Units	30		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals		
	(b) Tibial stem of titanium alloy: Cemented or Uncemented Press-fit.	Units	30			Delivery on an "as and when required basis."  Implants and instrumentation sets should be supplied within 24 hours following request from user department.	
	(c) Femoral metaphyseal sleeve / cone of titanium: Cemented or Uncemented porous coated Press-fit.	Units	30				
	(d) Tibial metaphyseal sleeve / cone of titanium: Cemented or Uncemented porous coated Press-fit.	Units	30				
	(e) Distal femoral augment of titanium alloy.	Units	30				
	(f) Posterior femoral augment of titanium alloy.	Units	30				
	(g) Step wedge tibial augment of titanium alloy.	Units	30				
	(h) Hemi wedge tibial augment of titanium alloy.	Units	30				
	(i) Full wedge tibial augment of titanium alloy.	Units	30				
	<b>For compatibility purposes, (i), (ii), (iii), (iv), (v) and (vi) must be of same make.</b>  <b>Offer should include a range of sizes.</b> <b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b>  <b>The implants utilized in a surgery would depend on the type of revision required and in</b>						

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						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
	<b>any particular surgery only the implants utilized would be considered procured.</b>						
6	<b>UNI Compartmental Knee</b>						
	Uni Compartmental knee for medial and lateral compartment consisting of (i) Uni Femoral component medial and lateral in left and right (ii) Uni tibial tray component medial and lateral in left and right (iii) Uni tibial insert medial and lateral in left and right Offer should include a range of sizes in individual sterile pack The supplier must keep a full range of all units of each component and accessory available as per catalogue supply. For Compatibility purposes (i) to (iii) must be of same make.	Sets	40		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals.	Delivery on an "as and when required basis."  Implants and instrumentation sets should be supplied within 24 hours following request from user department.	
7	<b>TOTAL HIP ARTHROPLASTY (THA) PRIMARY THA, MODULAR SYSTEM CEMENTED:</b> (i) Femoral component cemented. (ii) Acetabular liner of XL polyethylene. (iii) Femoral head component of cobalt chromium.	Sets	50				

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	For compatibility purposes, (i), (ii) and (iii) must be of same make. Offer should include a range of sizes. The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.						
8	<b>TOTAL HIP ARTHROPLASTY (THA) PRIMARY THA MODULAR SYSTEM UNCEMENTED – with porous coated femoral component &amp; XL - polyethylene liner with Cobalt Chromium femoral head:</b> (i) Femoral component only proximal porous coated. Permitting a high friction fit in the femoral canal. (ii) Acetabular shell/cup (press fit with a high friction fit and/or with peripheral fins/spikes). 20% of shells to be supplied without screw holes and with central obturator. (iii) Acetabular screw: (For 30% of the total amount of cases only 2 units per case). (iv) Acetabular liner of XL - polyethylene liner. 50% liners should be high wall type or with an anti-dislocation protection feature. Rest to be supplied in neutral design. (v) Femoral head component of cobalt chromium. <b>Offer should include a range of sizes.</b> <b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b> <b>For compatibility purposes, (i), (ii), (iii), (iv) and (v) must be of same make.</b>	Sets	50		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals.	Delivery on an “as and when required basis.”  Implants and instrumentation sets should be supplied within 24 hours following request from user department.	

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9	<p><b>TOTAL HIP ARTHROPLASTY (THA) PRIMARY MODULAR SYSTEM UNCEMENTED – with hydroxyapatite-coated femoral stem &amp; polyethylene liner and with head of cobalt chromium:</b></p> <p>(i) Femoral component hydroxyapatite-coated.</p> <p>(ii) Acetabular shell/cup (press fit/ friction fit or with spikes/fins).</p> <p>(iii) Acetabular screw: (For 30% of the total amount of cases only 2 units per case).</p> <p>(iv) Acetabular liner of XL - polyethylene liner with 50% supplied with high wall design or any other anti-dislocation feature. Rest to be supplied in neutral design. Catalogue or documentation to specify.</p> <p>(v) Femoral head component of cobalt chromium.</p> <p><b>Offer should include a range of sizes.</b></p> <p><b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b></p> <p><b>For compatibility purposes, (i), (ii), (iii), (iv) and (v) must be of same make.</b></p>	Sets	200		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals.	<p>Delivery on an “as and when required basis.”</p> <p>Implants and instrumentation sets should be supplied within 24 hours following request from user department.</p>	

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10	<p><b>TOTAL HIP ARTHROPLASTY (THA) PRIMARY THA MODULAR SYSTEM UNCEMENTED – with hydroxyapatite-coated femoral stem &amp; polyethylene/ceramic liner and ceramic femoral head:</b></p> <p>(i) Femoral component hydroxyapatite-coated.</p> <p>(ii) Acetabular shell/cup (press fit high friction design and or with spikes/fins). The shell should be able to accommodate both polyethylene and ceramic liners. 30% shells to be supplied without screw holes and with a central hole obturator.</p> <p>(iii) Acetabular screw: (For 70% of the total amount of cases only 2 units per case).</p> <p>(iv) Acetabular liner 70% of XL - polyethylene liner. 50% of which to be supplied in high wall design or with any other anti-dislocation feature and 50% to be supplied in neutral design. 30% of liners to be of ceramic.</p> <p>(v) Femoral head component of ceramic.</p> <p><b>Offer should include a range of sizes.</b></p> <p><b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b></p> <p><b>For compatibility purposes, (i), (ii), (iii), (iv) and (v) must be of same make.</b></p>	Sets	100		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals.	<p>Delivery on an “as and when required basis.”</p> <p>Implants and instrumentation sets should be supplied within 24 hours following request from user department.</p>	

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11	<p><b>TOTAL HIP ARTHROPLASTY (THA)</b>  <b>THA modular system of double mobility concept with hydroxyapatite coated femoral stem, uncemented shell/cup &amp; polyethylene liner for primary and revision THA with mild to moderate bone loss of acetabulum and femur (Paprosky grade 1 &amp; 2) with <u>cobalt chromium femoral head</u>:</b></p> <p>(i) Acetabular shell/cup uncemented hydroxyapatite coated of fixation system by: press fit or by obturator foramen hook, external flanges &amp; average of four unit screws/pegs.</p> <p>(ii) Acetabular liner of Polyethylene.</p> <p>(iii) Femoral head component of cobalt chromium.</p> <p>(iv) Femoral component hydroxyapatite coated stem in standard version (70% of total amount of cases) &amp; in lateralized version (30% of total amount of cases).  <b>Offer should include a range of sizes.</b>  <b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b>  <b>NB: Instrumentation for revision total hip arthroplasty should include Universal hip cup removal system: Short stiffer starter blade &amp; Long thinner finished blade.</b>  <b>For compatibility purposes, (i), (ii), (iii) and (iv) must be of same make.</b></p>	Sets	150		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals.	<p>Delivery on an "as and when required basis."</p> <p>Implants and instrumentation sets should be supplied within 24 hours following request from user department.</p>	

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12	<p><b>Revision THA with hydroxyapatite femoral stem &amp; polyethylene liner for acetabular and femoral reconstruction with severe bone loss (Paprosky grade 3 &amp; 4) with <u>cobalt chromium femoral head</u>.</b></p> <p><b>(i) Revision hip with acetabular component of double mobility concept, consisting of:</b></p> <p>(1) Anti-protusio metallic cage / metallic reinforcement ring together with 4 acetabular screws per case for fixation to pelvic bone.</p> <p>(2) Acetabular metallic shell (Cemented / Uncemented) with polished chrome inner articular surface.</p> <p>(3) Constrained acetabular polyethylene liner.</p> <p><b>(ii) <u>Femoral reconstruction:</u></b></p> <p>(1) Revision femoral Hydroxyapatite coated stem, with modular neck stem taper junction (so as to facilitate adjustment of neck anteversion) with two distal locking screws.</p> <p>(2) Cable set for fixation of the femoral flap osteotomy.</p> <p>(3) Trochanteric hook plate (in 20% of cases).</p> <p><b>(iii) Femoral head component of cobalt chromium.</b></p> <p><b>Offer should include a range of sizes.</b></p> <p><b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b></p> <p><b>NB: Instrumentation for revision total hip</b></p>	Sets	50		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals.	<p>Delivery on an “as and when required basis.”</p> <p>Implants and instrumentation sets should be supplied within 24 hours following request from user department.</p>	

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	arthroplasty should include Universal hip cup removal system: Short stiffer starter blade & Long thinner finished blade. For compatibility purposes, (i), (ii) and (iii) must be of same make. <b><u>Note: Each hospital requires 15 sets of item 14.</u></b>						
13	<p><b>Revision THA with hydroxyapatite femoral stem &amp; polyethylene liner for acetabular and femoral reconstruction with severe bone loss (Paprosky grade 3 &amp; 4) with <u>cobalt chromium femoral head</u>:</b></p> <p><b><u>(i) Revision hip with acetabular component of standard / conventional mobility (simple mobility), consisting of:</u></b></p> <p>(1) Acetabular anti-protusio cage / ilio-ischial cage / metallic ring (of Kerboul type / Muller type / Burch Schneider type / Ganz type) with 4 acetabular screws per case for fixation to pelvic bone.</p> <p>(2) High cross linked polyethylene liner [which is cemented directly to (1)].</p> <p><b><u>(ii) Femoral reconstruction:</u></b></p> <p>(1) Revision femoral Hydroxyapatite coated stem, with modular neck stem taper junction (so as to facilitate adjustment of neck anteversion) with two distal locking screws.</p> <p>(2) Cable set for fixation of the femoral flap osteotomy.</p>	Sets	25		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals.	<p>Delivery on an "as and when required basis."</p> <p>Implants and instrumentation sets should be supplied within 24 hours following request from user department.</p>	

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	<p>(3) Trochanteric hook plate (in 20% of cases).  <b>(iii) Femoral head component of cobalt chromium.</b></p> <p>Offer should include a range of sizes.  The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.  For compatibility purposes, (i), (ii), and (iii) must be of same make  <b>NB: Instrumentation for revision total hip arthroplasty should include Universal hip cup removal system: Short stiffer starter blade &amp; Long thinner finished blade.</b>  <u><b>Note: Each hospital requires 10 sets of item 15.</b></u></p>						
14(a)	<p><b>TOTAL SHOULDER ARTHROPLASTY, MODULAR TYPE WITH A MORSE TAPER LOCK SYSTEM:</b></p> <p><b>(i) Humeral stem with modular neck stem junction:</b>  [This will facilitate in adjusting retroversion and in the revision of failed total shoulder arthroplasty (with an intact well fixed humeral stem) to reverse shoulder arthroplasty – item 17(b) without changing the previously well fixed femoral stem]:</p> <ul style="list-style-type: none"> <li>• Uncemented press fit (Porous coated / Hydroxyapatite coated) humeral stem</li> <li>• Cemented humeral stem</li> </ul> <p><b>(ii) Humeral head of cobalt chromium.</b></p>	Sets	20		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	<p>Delivery on an “as and when required basis.”</p> <p>Implants and instrumentation sets should be supplied within 24 hours following request from user department.</p>	

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	<ul style="list-style-type: none"> <li>Standard type.</li> <li>Eccentric type.</li> </ul> <b>(iii) Glenoid cemented component of polyethylene with convex back.</b> <ul style="list-style-type: none"> <li>Peg type / Keel type.</li> </ul> <b>Offer should include a range of sizes.</b> <b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b> <b>For compatibility purposes, (i) to (iii) must be of same make.</b> <b>NOTE: Items 16(a), 16(b) and 16(c) should be of same make for compatibility purposes.</b>						
14(b)	<b>REVERSE SHOULDER ARTHROPLASTY:</b> <b>(i) Humeral stem with modular neck stem junction</b> [This will facilitate in adjusting retroversion and in the revision of a failed total shoulder arthroplasty – item 17(a) (with intact well fixed humeral stem) to reverse shoulder arthroplasty – item 17(b) without changing the previously well fixed humeral stem]: <ul style="list-style-type: none"> <li>Uncemented press fit (Porous coated / Hydroxyapatite coated) humeral stem</li> <li>Cemented humeral stem</li> </ul> <b>(ii) Humeral cup of polyethylene.</b> <b>(iii) Glenoid sphere of cobalt chromium (Lateralised type).</b> <b>(iv) Metaglene (base plate) of titanium, uncemented with screws for fixation to the</b>	Sets	20		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery on an “as and when required basis.”  Implants and instrumentation sets should be supplied within 24 hours following request from user department.	

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Line Item No	Description of Goods with specification	Physical Unit	Qty	Bidder's offered (Compliance Specifications )	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) date	
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	<p>glenoid bone.</p> <p>Offer should include a range of sizes.</p> <p>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</p> <p>For compatibility purposes, (i) to (iv) must be of same make.</p> <p>NOTE: Items 16(a), 16(b) and 16(c) should be of same make for compatibility purposes.</p>						
14(c)	<p><b>HEMI ARTHROPLASTY SHOULDER (IN CASES OF FRACTURES):</b></p> <p><b>(i) Fracture specific humeral stem. Humeral stem with modular neck stem junction</b></p> <p>[This will facilitate in adjusting retroversion and in the revision of failed hemi-arthroplasty (with an intact well fixed humeral stem) to total shoulder arthroplasty – item 17(a) or to reverse arthroplasty – item 17(b) without changing the previously well fixed humeral stem];</p> <ul style="list-style-type: none"> <li>• Uncemented press fit (Porous coated / Hydroxyapatite coated) humeral stem.</li> <li>• Cemented humeral stem.</li> </ul> <p><b>(ii) Humeral head of cobalt chromium.</b></p> <ul style="list-style-type: none"> <li>• Standard type.</li> <li>• Eccentric type.</li> </ul> <p>Offer should include a range of sizes.</p> <p>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</p> <p>For compatibility purposes, (i) and (ii) must be</p>	Sets	100		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	<p>Delivery on an “as and when required basis.”</p> <p>Implants and instrumentation sets should be supplied within 24 hours following request from user department.</p>	

## 1. List of Goods with description & specifications and Delivery Schedule

Line Item No	Description of Goods with specification	Physical Unit	Qty	Bidder's offered (Compliance Specifications )	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) date	
						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
	of same make. <b>NOTE: Items 16(a), 16(b) and 16(c) should be of same make for compatibility purposes.</b>						
15	<b>Knee Ligamentoplasty</b>				SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery on an "as and when required basis."	
	(a) Calcium triphosphate interference screw. Supplier to give documentation regarding survival/resorption of implants over a 4 year period	Units	125				
	(b) Titanium button with integrated loops/sutures of different lengths for Femoral fixation in ACL Repair.	Units	40				
	(c) Adjustable Cortical fixation system with a 4 point knotless fixation in ACL Repair. <b>NB: The supplier on top of providing instrumentation for above items (a), (b) and (c) must also provide together a full complete set of instrumentation including tendon stripper for ligamentoplasty (reconstruction) of anterior cruciate ligament (ACL) and posterior cruciate ligament (PCL).</b>	Units	125				

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						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
ITEMS FOR PLANNED / EMERGENCY SPINAL SURGERY ON AN “AS AND WHEN REQUIRED BASIS”							
16	<b>Vertebral body stenting minimally invasive system consisting of:</b> (i) Cement kit (ii) Syringe Kit (iii) Vertebral body stent with balloon  <b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b>	Sets	10		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery on an “as and when required basis.”  Implants and instrumentation sets should be supplied within 12 hours following request from user department.	
17	<b>Cervical Spine: Titanium implants for anterior plate stabilization</b>						
	<b>(i) Titanium cervical plate (Preferably locking type) within range 12-100mm</b>	Units	60				
	<b>(ii) Unicortical cancellous screw: Diameter 3.5 – 4.0mm. Length within 12-18mm self-drilling and self-tapping</b>	Units	350				
	<b>(iii) Revision cortex screw bicortical, self tapping: Diameter 4.5mm. Length within 18-26mm</b>	Units	20				
	<b>(iv) Cervical peek cage</b>	Units	80				

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18	<b>Artificial anatomical Cervical total disc replacement (modular type) for single level spine arthroplasty C3-C7</b> For uncemented fixation to vertebral end plates.  <b>Offer should include a range of sizes.</b>  <b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b>  <b>Implants used in surgery will be considered procured.</b>  <b>For compatibility purposes, (i) to (ii) must be of same make</b>	Units	10		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery on an "as and when required basis."	
19	<b>Thoraco-lumbo-sacral spine (Titanium implants): Top-Loading System:</b>					Implants and instrumentation sets should be supplied within 12 hours following request from user department	
	(i) Polyaxial screw with lock cap: (Diameter within range 4.35/4.5-7.0mm) x (length within range 20-50mm for 4.35/4.5mm diameter screw & 30-50mm for 5.0-7.0mm diameter screw)	Units	1000				
	(ii) Monoaxial screw with lock cap: (Diameter within range 4.35/4.5-7.0mm) x (length within range 25-50 mm for 4.35/4.5mm diameter screw & 30-50mm for 5.0-7.0 diameter screw)	Units	500				
	(iii) Longitudinal rod: Diameter 5.5 mm x length > 400mm	Units	400				
	(iv) Dual diameter rod 3.5-5.0MM length > 400mm	Units	20				
	(v) Adjustable snap fit cross connector in different sizes	Units	240				

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	(vi) Side by side connector for rod 5.5mm	Units	20		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery on an "as and when required basis."	
	(vii) End to end connector for rod 5.5mm	Units	25				
	(viii) Peek / Carbon fibre reinforced polymer cage 7-17mm:	Units	50				
	(a) For transforaminal lumbar interbody fusion - TLIF	Units	50				
	(b) For posterior lumbar interbody fusion –PLIF	Units	50				
	(ix) Hooks of different angle and type to fit the pedicle, lamina & thoracic	Units	30				
	(x) Titanium surgical mesh cage with end rings within range: Diameter 12, 14, 16 mm x length 20-60mm (increment of 2mm)	Units	40				
	(xi) Expandable corpectomy spacer/cage of peek/titanium material for thoracolumbar spine	Units	20				
	<b>Offer should include a range of sizes.</b>  <b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b>  <b>Implants used in surgery will be considered procured.</b>  <b>For compatibility purposes, (i) to (xiii) must be of same make.</b>						
						Implants and instrumentation sets should be supplied within 12 hours following request from user department	

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ITEMS FOR URGENT/SEMI-URGENT SURGERY ON AN “AS AND WHEN REQUIRED BASIS”							
20	<p><b>Tibial intramedullary cannulated nail interlocking system, nail and screws should be of surgical grade Titanium, to be supplied in individual sterile pack:</b></p> <p>(i) Tibial nail of titanium with multiple locking options in both proximal and distal part permitting antero-posterior and medio-lateral locking.</p> <p>(ii) Proximal locking screw of titanium.</p> <p>(iii) Distal locking screw of titanium.</p> <p>(iv) End cap of titanium.</p> <p><b>Offer should include a range of sizes.</b></p> <p><b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b></p> <p><b>For compatibility purposes, (i) to (iv) must be of same make.</b></p>	Sets	250		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	<p>Delivery on an “as and when required basis.”</p> <p>Implants and instrumentation sets should be supplied within 8 hours from time of request on a 24-hourly basis irrespective of week-ends and public holidays.</p>	

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						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
21	<b>Femoral intramedullary cannulated nail interlocking system. Whole system should be of surgical grade Titanium, to be supplied in individual sterile pack.</b> (i) Femoral nail of titanium in both right and left versions anatomically. (ii) Proximal locking screw of titanium. In both interlocking and reconstruction options. (iii) Distal locking screw of titanium. (iv) End cap of titanium. <b>Offer should include a range of sizes.</b> <b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b> <b>For compatibility purposes, (i) to (iv) must be of same make.</b>	Sets	250		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery on an "as and when required basis."	
22	<b>Proximal femoral cannulated intramedullary locking nail, system should be of titanium metal, to be supplied in individual sterile pack.</b> (i) Femoral Nail of titanium: Short (in 70% of total amount of cases) / Long (in 30% of total amount of cases). (ii) Blade for femoral head –neck of titanium. 30% to be supplied with blade permitting injection of cement into neck and head (iii) Distal Locking screw of titanium. (iv) End cap of titanium.	Sets	400			Implants and instrumentation sets should be supplied within 8 hours from time of request on a 24-hourly basis irrespective of week-ends and public holidays.	

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	<p>Offer should include a range of sizes.</p> <p>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</p> <p>For compatibility purposes, (i) to (iv) must be of same make.</p>						
23	<p><b>Paediatric Flexible/Elastic intramedullary nail, (with full range), titanium implants, to be supplied in individual sterile pack.</b></p> <p>Offer should include a range of sizes.</p> <p>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</p>	Units	100		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery on an "as and when required basis."	
24	<p><b>Bipolar hip prosthesis modular system with uncemented hydroxyapatite coated or High friction proximal third porous coated femoral stem: 50% of each type</b></p> <p>(i) Polyethylene liner constrained type to fit with femoral head in a bipolar system.</p> <p>(ii) Femoral head of chromium cobalt.</p> <p>(iii) Femoral stem hydroxyapatite coated or high friction proximal third porous coated.</p>	Sets	400			Implants and instrumentation sets should be supplied within 8 hours from time of request on a 24-hourly basis irrespective of week-ends and public holidays.	

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						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
	<b>Offer should include a range of sizes.</b>  <b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b>  <b>For compatibility purposes, (i) to (iii) must be of same make.</b>						
25	<b>Locking compression plate, Angular Stable with appropriate locking screw, either titanium or stainless steel 316L: Each hole should permit either locking or compression mode:</b>				SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery on an "as and when required basis."	
	<b>Type/ Specification</b>						
	(i) Proximal Humerus / Proximal Humerus Anatomical Plate.	Units	75				
	(ii) Locking screws 3.5mm of varying lengths.	Units	225				
	<b>Offer should include a range of sizes.</b>  <b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b>  <b>For compability purpose, implant and screws should be of the same material.</b>						

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						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
26	<b>Locking compression plate, Angular Stable with appropriate locking screw titanium or stainless steel 316L: Each hole should permit either locking or compression mode:</b>				SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery on an "as and when required basis."	
	<b>Type/ Specification</b>						
	(i) Distal Medial Humerus / Distal Medial Humerus Plate.	Units	40				
	(ii) Distal lateral Humerus / Distal Lateral Humerus Plate.	Units	40				
	(iii) Locking screws 3.5mm of varying lengths.	Units	450				
	<b>Offer should include a range of sizes.</b> <b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b> <b>For compability purpose, implant and screws should be of the same material.</b>						
27	<b>Locking compression plate, Angular Stable with appropriate locking screw titanium or stainless steel 316L: Each hole should permit either locking or compression mode:</b>						
	<b>Type/ Specification</b>						
	(i) Olecranon / Olecranon Plate Left or Right.	Units	20				
	(ii) Locking screws 3.5mm of varying lengths.	Units	150				

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	<b>Offer should include a range of sizes.</b>  <b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b>  <b>For compatibility purpose, implant and screws should be of the same material.</b>						
28	<b>Locking compression plate, Angular Stable with appropriate locking screw titanium or stainless steel 316L: Each hole should permit either locking or compression mode:</b>				SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery on an "as and when required basis."	
	<b>Type/ Specification</b>						
	(i) Distal Radius / Distal Radius Plate Right or Left.	Units	140				
	(ii) Locking screws 3.5mm of varying lengths.	Units	300				
	(iii) Locking screws 2.4mm of varying lengths.	Units	800				
	<b>Offer should include a range of sizes.</b>  <b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b>  <b>For compability purpose, implant and screws should be of the same material.</b>						
						Implants and instrumentation sets should be supplied within 8 hours from time of request on a 24-hourly basis irrespective of week-ends and public holidays.	

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29	<b>Locking compression plate, Angular Stable with appropriate locking screw titanium or stainless steel 316L: Each hole should permit either locking or compression mode:</b>				SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery on an "as and when required basis."	
	<b>Type/ Specification</b>						
	(i) Distal Femur / Distal Femur Plate Right or Left.	Units	60				
	(ii) Locking screws 5mm of varying lengths.	Units	450				
	<b>Offer should include a range of sizes.</b> <b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b> <b>For compability purpose, implant and screws should be of the same material.</b>						
30	<b>Locking compression plate, Angular Stable with appropriate locking screw titanium or stainless steel 316L: Each hole should permit either locking or compression mode:</b>						
	<b>Type/ Specification</b>						
	(i) Proximal Tibial Lateral / Proximal Tibial Lateral Plate Right or Left.	Units	70				
	(ii) Proximal Tibial Medial / Proximal Tibial Medial Plate Right or Left.	Units	70				
	(iii) Locking screws 3.5mm of varying lengths.	Units	400				

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	(iv) Locking screws 5mm of varying lengths.	Units	350		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery on an "as and when required basis."	
	<b>Offer should include a range of sizes.</b> <b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b> <b>For compability purpose, implant and screws should be of the same material.</b>						
31	<b>Locking compression plate, Angular Stable with appropriate locking screw titanium or stainless steel 316L: Each hole should permit either locking or compression mode:</b>						
	<b>Type/ Specification</b>						
	(i) Distal Tibial Anterolateral / Distal Tibial Anterolateral Plate Right or Left.	Units	75				
	(ii) Distal Tibial Medial / Distal Tibial Medial Plate Right or Left.	Units	100				
	(iii) Fibular plate 4 to 12 holes	Units	75				
	(iv) Locking screws 3.5mm of varying lengths.	Units	1000				
	(v) Locking screws 2.4mm of varying lengths.	Units	345				
	<b>Offer should include a range of sizes.</b> <b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b> <b>For compability purpose, implant and screws should be of the same material.</b>						
						Implants and instrumentation sets should be supplied within 8 hours from time of request on a 24-hourly basis irrespective of week-ends and public holidays.	

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32	Locking compression plate, Angular Stable with appropriate locking screw titanium or stainless steel 316L: Each hole should permit either locking or compression mode:				SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery on an "as and when required basis."	
	Type/ Specification						
	(i) Acromio Clavicular Locking Plate Left or Right	Units	20				
	(ii) Clavicular Locking Plate / Clavicular Locking Plate Left or Right.	Units	40				
	(iii) Locking screws 3.5mm of varying lengths.	Units	250				
	<b>Offer should include a range of sizes.</b> <b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b>  <b>For compability purpose, implant and screws should be of the same material.</b>						
						Implants and instrumentation sets should be supplied within 8 hours from time of request on a 24-hourly basis irrespective of week-ends and public holidays.	

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33	<b>Locking compression plate, Angular Stable with appropriate locking screw titanium or stainless steel 316L: Each hole should permit either locking or compression mode:</b>				SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery on an "as and when required basis."	
	<b>Type/ Specification</b>						
	(i) Straight 3.5mm Locking Plate / Straight 3.5mm Locking Plate.	Units	120				
	(ii) Straight 5.0mm Narrow Locking Plate / Straight 5.0mm Narrow Locking Plate.	Units	120				
	(iii) Straight 5.0 mm Broad Locking Plate / Straight 5.0mm Broad Locking Plate.	Units	120				
	(iv) Periprosthetic Plate 5.0 mm / Periprosthetic Plate 5.0 mm Attachment Plate.	Units	30				
	(v) Locking screws 3.5mm of varying lengths.	Units	800				
	(vi) Locking screws 5mm of varying lengths.	Units	1200				
	<b>Offer should include a range of sizes.</b> <b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b> <b>For compability purpose, implant and screws should be of the same material.</b>					Implants and instrumentation sets should be supplied within 8 hours from time of request on a 24-hourly basis irrespective of week-ends and public holidays	

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34	<p><b>Dynamic hip screw system (DHS), titanium or stainless steel 316L</b></p> <p>(i) 135 degrees barrel plate. 50% to be supplied with locking plate (2-16 holes)</p> <p>(ii) Trochanteric extension stabilizing plates (for 10% of total amount of cases).</p> <p>(iii) Lag screw (1 unit per case).</p> <p>(iv) Compression screw (1 unit per case).</p> <p>(v) Locking/cortical screws (5 units per case).</p> <p><b>To supply a set of screws of different lengths (full range) according to catalogue.</b></p> <p><b>Items (i) - (iii) should be supplied in sterile pack.</b></p> <p><b>Offer should include a range of sizes.</b></p> <p><b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b></p> <p><b>For compatibility purposes, (i) to (v) must be of same make</b></p>	Sets	175		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	<p>Delivery on an "as and when required basis."</p> <p>Implants and instrumentation sets should be supplied within 8 hours from time of request on a 24-hourly basis irrespective of week-ends and public holidays</p>	

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35	<p><b>Dynamic condylar screw system (DCS), titanium or stainless steel 316L:</b></p> <p>(i) 95 degrees barrel plate. (50% to be supplied with locking plate version).</p> <p>(ii) Lag screw (1 unit per case).</p> <p>(iii) Compression screw (1 unit per case).</p> <p><b>(a) Titanium cortical screws.</b>  <b>To supply a set of screws of different lengths (full range) according to catalogue.</b>  <b>Items (i)-(iii) should be supplied in sterile pack.</b></p> <p><b>Offer should include a range of sizes.</b></p> <p><b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b></p> <p><b>For compatibility purposes, (i) to (iv) must be of same make.</b></p>	Sets	20		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	<p>Delivery on an "as and when required basis."</p> <p>Implants and instrumentation sets should be supplied within 8 hours from time of request on a 24-hourly basis irrespective of week-ends and public holidays</p>	

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36	<p><b>HEADLESS BONE SCREW:</b> Cannulated, self-tapping of <b>titanium</b> for fracture of scaphoid / Radial head / Capitellum, and for metatarsal osteotomies (as in scarf operation for Hallux Valgus), etc:</p> <p><b>Length:</b> 10, 12, 14 ,....., 30 mm. 10 mm to 30 mm (2 mm increment) <b>Offer should include a range of sizes.</b></p> <p><b>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b></p> <p><b>Supplier must provide complete set of instrumentation.</b></p>	Units	30				
37	<p><b>AO Cannulated Screw:</b></p> <p>(a) AO Cannulated screw, 16mm threaded, <b>6.5mm</b> diameter, (with hex head 3.5mm), titanium, within range, length 30 to 120mm (5 mm increment) to fit 3.5mm Cannulated screw driver.</p> <p>(b) Diameter 4.5mm, 30mm -120mm</p> <p><b>Offer should include a range of sizes.</b> <b>The supplier must keep a full range of all units each component and accessory available as per the catalogue supplied.</b> <b>N.B: Full set of screws and complete instrumentation set must be provided.</b></p>	Units	300		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	<p>Delivery on an “as and when required basis.”</p> <p>Implants and instrumentation sets should be supplied within 8 hours from time of request on a 24-hourly basis irrespective of week-ends and public holidays</p>	

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Line Item No	Description of Goods with specification	Physical Unit	Qty	Bidder's offered (Compliance Specifications)	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) date	
						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
38	<p><b>Thompson Prosthesis with narrow stem (Asian type): To be supplied in single sterile packs. A full range of the prosthesis in increments of 1 mm. Head sizes should cover at least 38 mm to 54 mm.</b></p> <p><b>Offer should include all sizes. The appropriate instrumentation for reaming and insertion should be provided.</b></p>	Units	20		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	<p>Delivery on an "as and when required basis."</p> <p>Implants and instrumentation sets should be supplied within 8 hours from time of request on a 24-hourly basis irrespective of week-ends and public holidays</p>	
39	<p><b>Retrograde Femoral intramedullary cannulated nail interlocking system. Whole system should be Titanium in individual sterile pack:</b></p> <p>(a) Femoral nail of Titanium: Short (in 50% of total amount of cases) / Long (in 50% of total amount of cases).</p> <p>(b) Distal locking screws (3 units per case).</p> <p>(c) Proximal locking screws (2 units per case).</p> <p>(d) Screw plug (1 unit per case).</p> <p><b>Offer should include all sizes. The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</b></p> <p><b>N.B: Instrumentation should include the jig for proximal and distal locking for short nails. For compatibility purposes, (a) to (d) must be of same make.</b></p>	Sets	10				

## 1. List of Goods with description & specifications and Delivery Schedule

Line Item No	Description of Goods with specification	Physical Unit	Qty	Bidder's offered (Compliance Specifications )	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) date	
						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
40	<p>(a) Titanium figure of 8 plates, guided growth plate (for temporary hemi-epiphysiodesis) 12, 14, 16 mm</p> <p>(i) Diameter 16mm and Length 16 and 14 mm</p> <p>(b) Titanium AO cortical screws 4.5mm diameter and length is standard.</p> <p><b>N.B: Instrumentation set should be provided.</b></p>	Units	50				
		Units	250				
41	<p>Ankle Arthrodesis Nail of surgical grade, Titanium and in individual sterile pack.</p> <p>(i) Ankle Arthrodesis Nail Length 150mm to 240mm. Diameter 10mm to 13mm with multiple locking options in calcaneum, talus and tibia.</p> <p>(ii) Partially threaded 5.0mm screw length 20mm to 100mm</p> <p>(iii) Fully threaded 5.0mm screw length 20mm to 100mm</p> <p>(iv) End Cap</p> <p>Offer should include all sizes.</p> <p>The supplier must keep a full range of all units of each component and accessory available as per the catalogue supplied.</p> <p><b>N.B: Instrumentation should include the jig for proximal and distal locking.</b></p> <p>For compatibility purposes, (i) to (iv) must be of same make.</p>	Units	10		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	<p>Delivery on an "as and when required basis."</p> <p>Implants and instrumentation sets should be supplied within 8 hours from time of request on a 24-hourly basis irrespective of week-ends and public holidays</p>	

## 1. List of Goods with description & specifications and Delivery Schedule

Line Item No	Description of Goods with specification	Physical Unit	Qty	Bidder's offered (Compliance Specifications)	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) date	
						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
42	<b>Mini Fragment Set – each case will require any one plate and 5 screws from (a) to (n) below:</b>	Cases	100		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery on an “as and when required basis.”  Implants and instrumentation sets should be supplied within 8 hours from time of request on a 24-hourly basis irrespective of week-ends and public holidays	
(a)	Cortex Screw ø 1.5 mm, titanium, length 6mm, 7mm, 8mm, 9mm, 10mm, 11mm, 12mm, 14mm, 16mm, 18mm, 20mm.						
(b)	Cortex Screw ø 2.0 mm, titanium, length 6 to 24 mm (2mm increments).						
(c)	Cortex Screw ø 2.7 mm, titanium, length 6 to 24 mm (2mm increments).						
(d)	Quarter Tubular Plate 2.7 with Collar, titanium, 3 to 8 Holes.						
(e)	Mini Plate 1.5, Straight, length 100mm, 20 Holes, titanium.						
(f)	Mini Plate 2.0, Straight, titanium, 3 Holes, 4 Holes, 5 Holes, 6 Holes and 20 Holes.						
(g)	Mini L and T Plate 2.0, head 2 holes, shaft 2 holes, oblique, Right, titanium.						
(h)	Mini L and T Plate 2.0, head 2 holes, shaft 2 holes, oblique, Left, titanium.						
(i)	Mini Condylar Plate 2.0, Shaft 6 holes, length 39 mm, Right, titanium.						
(j)	Mini Condylar Plate 2.0, Shaft 6 holes, length 39 mm, Left, titanium.						
(k)	Mini Condylar Plate 1.5, Shaft 6 holes, length 36 mm, Right, titanium.						
(l)	Mini Condylar Plate 1.5, Shaft 6 holes, length 36 mm, Left, titanium.						
(m)	Condylar Plate 2.7, 6 holes, Pin Right, titanium.						

## 1. List of Goods with description & specifications and Delivery Schedule

Line Item No	Description of Goods with specification	Physical Unit	Qty	Bidder's offered (Compliance Specifications)	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) date	
						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
(n)	Condylar Plate 2.7, 6 holes, Pin Left, titanium.						
43	<b>Humeral intramedullary titanium nail interlocking system in individual sterile pack.</b> (i) Humeral nail cannulated short and long in both left and right in diameter- (6 to 11 mm); in length 150 to 300 mm ( $\pm 10\%$ allowance is given) (ii) Proximal locking system screws/ blade for head-neck in diameter 3.5 to 4.5 mm; in length 16 to 50 mm. ( $\pm 10\%$ allowance is given) (iii) Distal locking screws in diameter 3.5 to 4.5 mm; in length 16 to 50 mm in increment of 2 mm. ( $\pm 10\%$ allowance is given) (iv) End cap For compatibility purpose (i), (ii), (iii) (IV) must be of same make.	Sets	150		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery on an "as and when required basis."  Implants and instrumentation sets should be supplied within 8 hours from time of request on a 24-hourly basis irrespective of week-ends and public holidays	

**Note: Full set of instruments and implants to be supplied as and when required on a semi-urgent basis.**

**Only implants used will be considered procured.**

## 1. List of Goods with description & specifications and Delivery Schedule

Line Item No	Description of Goods with specification	Physical Unit	Qty	Bidder's offered (Compliance Specifications )	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) date	
						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
44	<b>Small dynamic compression plate (for 3.5mm diameter screw), stainless steel 316L:</b>				SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery in one (1) consignment within three (3) months as from date of issue of Letter of Award	
	(a) 4 holes	Units	10				
	(b) 5 holes	Units	60				
	(c ) 6 holes	Units	125				
	(d) 7 holes	Units	90				
	(e) 8 holes	Units	70				
	(f) 9 holes	Units	30				
	(g) 10 holes	Units	30				
	(h) 12 holes	Units	20				
45	<b>½ tubular plate (for 3.5mm diameter screw), stainless steel 316L:</b>						
	(a) 5 holes	Units	50				
	(b) 6 holes	Units	125				
	(c) 7 holes	Units	125				
	(d) 8 holes	Units	150				
	(e) 9 holes	Units	30				
	(f) 10 holes	Units	30				
46	<b>Lateral buttress plate (4.5mm) for 4.5 mm diameter screw stainless steel 316L:</b>						
	(a) (i) Right 7 holes	Units	25				
	(ii) Right 11 holes	Units	20				
	(b) (i) Left 7 holes	Units	25				
	(ii) Left 11 holes	Units	20				

## 1. List of Goods with description & specifications and Delivery Schedule

Line Item No	Description of Goods with specification	Physical Unit	Qty	Bidder's offered (Compliance Specifications )	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) date	
						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
47	<b>AO Self-tapping cortical screw, 3.5 mm diameter, stainless steel 316L:</b>				SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery in one (1) consignment within three (3) months as from date of issue of Letter of Award	
	(a) Length 10mm	Units	300				
	(b) Length 12mm	Units	300				
	(c) Length 14mm	Units	500				
	(d) Length 16mm	Units	500				
	(e) Length 18mm	Units	400				
	(f) Length 20mm	Units	300				
	(g) Length 22mm	Units	200				
	(h) Length 24mm	Units	200				
	(i) Length 26mm	Units	200				
	(j) Length 28mm	Units	200				
	(k) Length 30mm	Units	200				
	(l) Length 32mm	Units	200				
	(m) Length 34mm	Units	200				
	(n) Length 36mm	Units	200				
	(o) Length 38mm	Units	200				
	(p) Length 40mm	Units	250				
	(q) Length 45mm	Units	50				

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						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
48	<b>AO-cortical screw, 4.5 mm diameter, stainless steel 316L:</b>				SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery in one (1) consignment within three (3) months as from date of issue of Letter of Award	
	(i) Length 14mm	Units	100				
	(ii) Length 16mm	Units	250				
	(iii) Length 18mm	Units	250				
	(iv) Length 20mm	Units	250				
	(v) Length 22mm	Units	200				
	(vi) Length 24mm	Units	150				
	(vii) Length 26mm	Units	150				
	(viii) Length 28mm	Units	150				
	(ix) Length 30mm	Units	200				
	(x) Length 32mm	Units	400				
	(xi) Length 34mm	Units	400				
	(xii) Length 36mm	Units	400				
	(xiii) Length 38mm	Units	400				
	(xiv) Length 40mm	Units	400				
	(xv) Length 42mm	Units	300				
	(xvi) Length 44mm	Units	250				
	(xvii) Length 46mm	Units	200				
	(xviii) Length 48mm	Units	75				
	(xix) Length 50mm	Units	75				
	(xx) Length 52mm	Units	50				
	(xxi) Length 54mm	Units	50				
	(xxii) Length 56mm	Units	50				
	(xxiii) Length 58mm	Units	50				

## 1. List of Goods with description & specifications and Delivery Schedule

Line Item No	Description of Goods with specification	Physical Unit	Qty	Bidder's offered (Compliance Specifications )	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) date	
						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
49	<b>AO-cancellous screw, 6.5 mm diameter fully threaded, stainless steel 316L:</b>				SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery in one (1) consignment within three (3) months as from date of issue of Letter of Award	
	(a) Length 25mm	Units	20				
	(b) Length 30mm	Units	20				
	(c) Length 35mm	Units	50				
	(d) Length 40mm	Units	50				
	(e) Length 45mm	Units	50				
	(f) Length 50mm	Units	50				
	(g) Length 55mm	Units	50				
	(h) Length 60mm	Units	50				
	(i) Length 65mm	Units	50				
	(j) Length 70mm	Units	50				
	(k) Length 75mm	Units	50				
	(l) Length 80mm	Units	50				
	(m) Length 85mm	Units	50				
50	<b>Washer for:</b>						
	(i) 3.5mm diameter screw	Units	100				
	(ii) 4.5mm diameter screw	Units	100				
	(iii) 6.5mm diameter screw	Units	100				
	<b>Washer for screw should be of the same material as the screws</b>						

## 1. List of Goods with description & specifications and Delivery Schedule

Line Item No	Description of Goods with specification		Physical Unit	Qty	Bidder's offered (Compliance Specifications)	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) date	
							Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
51	<b>Kirshner wire, with trocar thread tip, stainless steel 316L:</b>					SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery in one (1) consignment within three (3) months as from date of issue of Letter of Award	
	<u>Diameter</u>	<u>Length(±15%)</u>						
	(i) 1.4 mm	310 mm	Units	200				
	(ii) 1.6 mm	310 mm	Units	200				
	(iii) 1.8 mm	310 mm	Units	200				
	(iv) 2.0 mm	310 mm	Units	200				
	(v) 2.5 mm	310 mm	Units	200				
	(vi) 3.0 mm	310 mm	Units	100				
52	<b>Kirshner wire, stainless steel 316L or 420, with diamond tip:</b>							
	<u>Diameter</u>	<u>Length</u>						
	(i) 1.4 mm	310 mm	Units	300				
	(ii) 1.6 mm	310 mm	Units	300				
	(iii) 1.8 mm	310 mm	Units	300				
	(iv) 2.0 mm	310 mm	Units	300				
	(v) 2.5 mm	310 mm	Units	300				
	(vi) 3.0 mm	310 mm	Units	300				
53	<b>Coil of soft wire, for encercage, stainless steel 316L or 420:</b>							
	<u>Diameter</u>	<u>Length</u>						
	(i) 1.0 mm	10 metres	Coils	150				
	(ii) 1.2 mm	10 metres	Coils	150				
	(iii) 1.4 mm	10 metres	Coils	150				
	(iv) 1.6 mm	10 metres	Coils	150				

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Line Item No	Description of Goods with specification	Physical Unit	Qty	Bidder's offered (Compliance Specifications)	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) date	
						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
54	<b>External fixator C-clamp type for fracture of pelvis, stainless steel with autoclavable sterilizing containers.</b>	Sets	5		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery in one (1) consignment within three (3) months as from date of issue of Letter of Award	
55	<b>Keyless T- handle, stainless steel with Jacobs Chuck.</b>	Units	10				
56	<b>T- handle, stainless steel with Jacobs Chuck with key.</b>	Units	10				
57	<b>Steinman pin, stainless steel:</b>						
	(i) Diameter 2.0mm x length 175mm	Units	150				
	(ii) Diameter 2.4mm x length 175mm	Units	150				
	(iii) Diameter 2.8mm x length 175mm	Units	250				
	(iv) Diameter 3.2mm x length 200mm	Units	250				
	(v) Diameter 3.6mm x length 200mm	Units	250				
	(vi) Diameter 4.0mm x length 200mm	Units	100				
58	<b>Bone file, stainless steel:</b>						
	(i) Small	Units	10				
	(ii) Medium	Units	10				

## 1. List of Goods with description & specifications and Delivery Schedule

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						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
59	<b>Bohler's Stirrup (for skeletal traction), stainless steel:</b>				SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery in one (1) consignment within three (3) months as from date of issue of Letter of Award	
	(i) Large	Units	20				
	(ii) Medium	Units	20				
60	<b>Skull skeletal traction tongs, Spring loading (of Gardener's Well Type), stainless steel:</b>						
	(i) Large	Units	20				
	(ii) Medium	Units	20				
	(iii) Small	Units	20				
61	<b>Mastoid Retractor, stainless steel:</b>						
	(i) Small	Units	20				
	(ii) Medium	Units	20				
	(iii) Large	Units	20				
62	<b>Drill bit (Quick Coupling) – Quick spiral or (large helix and angle) types, stainless steel:</b>						
	(a) Diameter 2.7mm x length about 100mm – 125mm.	Units	200				
	(b) Diameter 3.2mm x length about 120mm– 145mm.	Units	200				
	(c) Diameter 4.5mm x length about 110mm – 130mm.	Units	300				

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						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
63	<b>Bone Cement</b> with medium viscosity, radio-opaque, with gentamicin, packet of 40gms. Shelf life at least 24 months at time of delivery.	Boxes	800		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery in one (1) consignment within three (3) months as from date of issue of Letter of Award	
64	<b>Resorbable bone substitutes granules hydroxyapatite / tricalciumphosphate 60-40, pack of 5gms.</b>	Packs	150				
65	Skin Traction Kit:						
	(a) Adult	Units	400				
	(b) Child	Units	175				
66	Protected Valve Model container for sterile surgical instruments with no filter no maintenance Inox type and autoclavable type Length 24cm x width 18cm x depth 20cm $\pm$ 20%	Units	25				
67	Narrow bent acetabular retractor length 14" to 16" depth from handle 4.5" to 5" blade width 12 mm	Units	10				
68	Narrow bent Holmann acetabular retractor length 14" to 15" depth from handle 5" to 6" blade width 21 mm	Units	10				
69	Broad acetabular retractor length 12.5" blade width 40 mm	Units	10				
70	Handle hip retractor 90° length 12" to 14 " handle offset 8" blade width 15 mm (Right and left)	Units	5				
71	Self retaining soft tissue retractors with modular blades straight length 8"	Units	10				
72	Medical malleolus clamp with wire guide cannula diameter 1.6 mm length 5" to 6"	Units	5				

## 1. List of Goods with description & specifications and Delivery Schedule

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						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
73	Extra long Rongeur length 13" to 14 " Jaw Bite 5 x 16 mm	Units	5		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery in one (1) consignment within three (3) months as from date of issue of Letter of Award	
74	Extra long Rongeur length 13" to 14 " Jaw Bite 8 x 16 mm	Units	5				
75	Extra long Rongeur length 13" to 14 " Jaw Bite 12 x 16 mm	Units	5				
76	Pistol Grip extra long Rongeur length 12" to 13" Jaw bite 8 x 16 mm shaft to end length 6"	Units	10				
77	Square tipped Rongeur length 9" to 11" Jaw Bite 7 x 16 mm	Units	5				
78	Offset punches						
	Large offset (i) overall length 10" to 11" (ii) Punch end Offset 32 mm (iii) Punch end diameter 7 mm	Units	5				
	Small offset (i) overall length 10" to 11" (ii) Punch end Offset 13 mm (iii) Punch end diameter 7 mm	Units	5				
79	Offset osteotome length 9" to 10" Blade width 13 mm	Units	20				

## 1. List of Goods with description & specifications and Delivery Schedule

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						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
80	Flexible Osteotome System (a) Slap Hammer  (b) Handle with Quick Coupling set  (c) 3" Thin Blades x 12 mm  (d) 3" Thin Blades x 20 mm  (e) Extra long Osteotome blades 9" x 8mm  (f) Sterilizing case	Sets	5		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery in one (1) consignment within three (3) months as from date of issue of Letter of Award	
81	Extraction to remove pins and screws up to 5 mm diameter and wires as small as 0.8 mm diameter sets  (a) Handle draw bar (b) Closing Sleeve with hand wheel (c) Collets (1 mm to 5 mm) (d) Cross Handles insert rods (e) Slap Hammer (f) Sterilizing case	Sets	5				
82	Mallet Stainless Steel length 8 " head width 3" head diameter 1.5" weight 2.5 lbs	Units	20				
83	Joint calcaneal , small bone compressor / distractor with thumbs screws – length 8 " to 9" for holes 1.6 mm and 2.5 mm k-wire pins	Units	10				

## 1. List of Goods with description & specifications and Delivery Schedule

Line Item No	Description of Goods with specification	Physical Unit	Qty	Bidder's offered (Compliance Specifications)	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) date	
						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
84	Modified mini Holmann Retractors length 6" – blade drop 35 mm				SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery in one (1) consignment within three (3) months as from date of issue of Letter of Award	
	(a) Blade width 6 mm	Units	10				
	(b) Blade width 8 mm	Units	10				
85	Modified mini Holmann Retractors length 5.5" – blade drop 17 mm						
	(a) Blade width 6 mm	Units	10				
	(b) Blade width 8 mm	Units	10				
86	Pin Inserter length 4 " to 5" tube length 2" – handle 4"						
	(a) K-wire up to 2 mm	Units	10				
	(b) K-wire up to 1.25 mm	Units	10				
87	Spine curette length 17" to 18 " handle length 8" to 9" oval cup with up angle tip , offset bayonet shaft cup size 2 mm	Units	10 of each				
88	Bayonet forceps – tip can hold a larger amount of bone graft length 9" to 10" forceps ends 5 x 10 mm	Units	20				
89	Cobb Spinal Raspatory length 290 mm x 10 mm	Units	20				
90	Cobb Spinal Raspatory length 290 mm x 13 mm	Units	20				
91	Bone levers Hohmann 220 to 240 mm x 8mm	Units	40				

## 1. List of Goods with description & specifications and Delivery Schedule

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						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
92	Kerrison Rongeur 130° upward 1 mm to 5 mm	Sets	10		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery in one (1) consignment within three (3) months as from date of issue of Letter of Award	
93	Bristow peristoneal elevator 230 mm length	Units	20				
94	Wire cutting forceps 260 mm for hand wire up to 3.0 mm	Units	10				
95	Universal Screw removal instruments system to remove solid and cannulated screws complete system with case Should have possibility of removing (a) Buried head with screw extractor  (b) Broken screws with a system of trephining  <b>Catalogue and related surgical techniques to be submitted at time of evaluation.</b> <b>On Award catalogue and surgical techniques to be supplied to each of the regional hospitals</b>	Sets	10				
96	Disposable Pulse Lavage System with integrated Irrigation and Suction with re-usable A/C power adaptor and option for high and low flow spraying The set should include: 1. Disposable Pulse lavage system 2. Short from spray tip with splash shield 3. Long Femoral canal tip	Sets	300				

## 1. List of Goods with description & specifications and Delivery Schedule

Line Item No	Description of Goods with specification	Physical Unit	Qty	Bidder's offered (Compliance Specifications)	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) date	
						Delivery Date	Bidder's offered Delivery date (to be provided by the bidder)
97	Surgical Dressing for post –operative wound Soft silicone adhesive larger and multi-layer flexible absorbent pad, size 10 x 30 cm (± 10%) Single sterile packaging	Units	500		SSRN, Flacq, J. Nehru, Dr. A. G. Jeetoo & Victoria Hospitals	Delivery in one (1) consignment within three (3) months as from date of issue of Letter of Award	
98	Vacuum Assisted Closure Dressing					Delivery in one (1) consignment within three (3) months as from date of issue of Letter of Award	
	(i) Foam in small, medium and large	Units	500				
	(ii) Canister with tubing	Units	500				
	(iii) Pump with negative pressure (RANGE - 40-200MM HG)	Units	20				
	Mode intermittent or continuous Both battery and AC operated						
99	Bone Allograft					Delivery on an “as and when required basis.”	
	i. Cancellous bone sticks	Units	250				
	ii. Cortical cancellous bone block	Units	25				
	iii. Cortical bone powder	Units	250				
	iv. Cortical cancellous bone chips	Units	250				

NB: (a) Each hospital requires:

- 50 units of item 99 (i),
- 5 units of item 99 (ii),
- 50 units of item 99 (iii), and
- 50 units of item 99 (iv).

## 2. List of Related Services and Completion Schedule

*[ This table shall be filled in by the Employer. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]*

<b>Service</b>	<b>Description of Service</b>	<b>Quantity<sup>1</sup></b>	<b>Physical Unit</b>	<b>Place where Services shall be performed</b>	<b>Final Completion Date(s) of Services</b>
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

1. If applicable

**NOT APPLICABLE**

### 3. Technical Specifications

<i>Item No</i>	<i>Name of Goods or Related Service</i>	<i>Technical Specifications and Standards</i>
Items: 1 to 99	As mentioned at Pages 52 to 102. (List of Goods with description & specifications and Delivery Schedule)	As mentioned at Pages 52 to 102 (List of Goods with description & specifications and Delivery Schedule)

## 4. Drawings

These Bidding Documents include *[insert “the following” or “no”]* drawings.

*[If documents shall be included, insert the following List of Drawings]*

List of Drawings		
Drawing Nr.	Drawing Name	Purpose

**NOT APPLICABLE**

## **5. Inspections and Tests**

**The following inspections and tests shall be performed: Not Applicable**

## **PART 3 - Contract**

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

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## 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 Employer 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 Employer under the Contract.
- (h) “Employer” 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 Employer 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 Employer 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 Employer 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<sup>6</sup>;
- (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<sup>7</sup>;

<sup>6</sup> “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.

<sup>7</sup> “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

- (iii) “collusive practice” is an arrangement between two or more parties<sup>8</sup> designed to achieve an 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<sup>9</sup>;
- (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.

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<sup>8</sup> “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>9</sup> “Party” refers to a participant in the procurement process or contract execution.

#### 4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties 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 Employer 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 Employer, 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 Employer 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 Employer.

## **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.

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|-----------------------------------|---|
| <b>9. Governing Law</b>           | 9.1 The Contract shall be governed by and interpreted in accordance with the laws of Mauritius, unless otherwise specified in the <b>SCC</b> .  |
| <b>10. Settlement of Disputes</b> | <p>10.1 The Employer 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.</p> <p>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 Employer 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 <b>specified in the SCC</b>.</p> <p>10.3 Notwithstanding any reference to arbitration herein,</p> <ul style="list-style-type: none"> <li>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</li> <li>(b) the Employer shall pay the Supplier any money due the Supplier.</li> </ul> |
| <b>11. Inspections and Audit</b>  | 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.   |

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| <b>12. Scope of Supply</b>             | 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.   |
| <b>13. Delivery and Documents</b>      | 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 <b>SCC</b> .   |
| <b>14. Supplier's Responsibilities</b> | 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.   |
| <b>15. Contract Price</b>              | 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 <b>SCC</b> .   |
| <b>16. Terms of Payment</b>            | <p>16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the <b>SCC</b>.</p> <p>16.2 The Supplier's request for payment shall be made to the Employer 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.</p> <p>16.3 Payments shall be made promptly by the Employer, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Employer has accepted it.</p> <p>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:</p> <ul style="list-style-type: none"> <li>(a) payment will be made in the currency or currencies in which the the bid price is expressed.</li> <li>(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 <b>SCC</b>.</li> </ul> <p>16.5 In the event that the Employer fails to pay the Supplier any payment by its due date or within the period set forth in the <b>SCC</b>, the Employer shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the</p> |

**SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

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|---------------------------------|--|
| <b>17. Taxes and Duties</b>     | <p>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.</p> <p>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 Employer.</p> <p>17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Mauritius, the Employer shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.</p>   |
| <b>18. Performance Security</b> | <p>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 <b>SCC</b>.</p> <p>18.2 The proceeds of the Performance Security shall be payable to the Employer as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>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 Employer; and shall be in the form of a bank guarantee or in another format acceptable to the Employer.</p> <p>18.4 The Performance Security shall be discharged by the Employer 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 <b>SCC</b>.</p> |
| <b>19. Copyright</b>            | <p>19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Employer by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Employer 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</p>   |

## **20. Confidential Information**

- 20.1 The Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations,

duties, responsibilities, or liability under the Contract.

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

## **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 Employer, by giving a notice of such disclaimer to the Employer.
- (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 Employer 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 Employer.

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- 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 Employer 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 Employer.
- 26.3 The Employer 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 Employer 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 Employer. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Employer or its designated representative to attend the test and/or inspection.
- 26.5 The Employer 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 Employer with a report of the results of any such test and/or inspection.
- 26.7 The Employer 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 Employer, and shall repeat the test and/or inspection, at no cost to the Employer, 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Employer 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 Employer may have against the Supplier under the Contract.

## **29. Patent Indemnity**

- 29.1 The Supplier shall, subject to the Employer's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Employer 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 Employer 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 Employer arising out of the matters referred to in GCC Sub-Clause 29.1, the Employer shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Employer'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 Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf.
- 29.4 The Employer 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 Employer 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 Employer.

### **30. Limitation of Liability**

- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Employer, 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 Employer and
  - (b) the aggregate liability of the Supplier to the Employer, 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 Employer with respect to

patent infringement

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| <b>31. Change in Laws and Regulations</b>        | <p>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.</p>  |
| <b>32. Force Majeure</b>                         | <p>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.</p> <p>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 Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer 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.</p> |
| <b>33. Change Orders and Contract Amendments</b> | <p>33.1 The Employer 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:</p> <p style="margin-left: 40px;">(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically</p>   |

manufactured for the Employer;

- (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 Employer'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 Employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Employer 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.

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## 35. Termination

### 35.1 Termination for Default

- (a) The Employer, 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 Employer 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 Employer 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 Employer terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Employer 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 Employer 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 Employer 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 Employer

### 35.3 Termination for Convenience.

- (a) The Employer, 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 Employer'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 Employer at the Contract terms and prices. For the remaining Goods, the Employer 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**

- 36.1 Neither the Employer 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**

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Employer, 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 Employer 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 Employer's convenience pursuant to Sub-Clause 35.3.

## Section VII. Special Conditions of Contract

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

<b>GCC 1.1 (h)</b>	The Employer is: <b>Ministry of Health and Wellness</b>
<b>GCC 1.1 (m)</b>	<p><b>The Site(s)/Final Destination(s) are:</b></p> <p>(i) <b>The Regional Health Director</b>  <b>Attn. Manager Procurement and Supply</b>  <b>Dr. A.G Jeetoo Hospital</b>  <b>Ministry of Health and Wellness</b>  <b>Port Louis</b></p> <p>(ii) <b>The Regional Health Director</b>  <b>Attn. Assistant Manager Procurement and Supply</b>  <b>SSRN Hospital</b>  <b>Ministry of Health and Wellness</b>  <b>Pamplemousses</b></p> <p>(iii) <b>The Regional Health Director</b>  <b>Attn. Assistant Manager Procurement and Supply</b>  <b>J.Nehru Hospital</b>  <b>Ministry of Health and Wellness</b>  <b>Rose Belle</b></p> <p>(iv) <b>The Regional Health Director</b>  <b>Attn. Assistant Manager Procurement and Supply</b>  <b>Victoria Hospital</b>  <b>Ministry of Health and Wellness</b>  <b>Candos, Quatre Bornes</b></p> <p>(v) <b>The Regional Health Director</b>  <b>Attn. Principal Procurement and Supply</b>  <b>Flacq Hospital</b>  <b>Ministry of Health and Wellness</b>  <b>Flacq</b></p>
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms.
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be <b>Incoterms 2010</b>

<b>GCC 8.1</b>	<p>For <b><u>notices</u></b>, the Employer's address shall be:</p> <p><b>The Senior Chief Executive Attn. Assistant Manager Procurement and Supply, Medical Disposable Section Room No. 1009 Ministry of Health and Wellness, 10<sup>th</sup> Floor, Emmanuel Anquetil Building, SSR Street, Port Louis Republic of Mauritius Telephone No. +230 201 2334 Facsimile No. +230 2116864</b></p>
<b>GCC 10.2</b>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><b>(a) <i>Contract with foreign Supplier:</i></b></p> <p><i>[For contracts entered into with foreign suppliers, International commercial arbitration may have practical advantages over other dispute settlement methods. The World Bank should not be named as arbitrator, nor should it be asked to name an arbitrator. Among the rules to govern the arbitration proceedings, the Employer may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]</i></p> <p><b><i>If the Employer chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></b></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><b><i>If the Employer chooses the Rules of ICC, the following sample clause should be inserted:</i></b></p> <p>GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p><b><i>If the Employer chooses the Rules of Arbitration Institute of</i></b></p>

	<p><b><i>Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></b></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p><b><i>If the Employer chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></b></p> <p>GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p> <p><b><i>(b) Contracts with Supplier national of Mauritius:</i></b></p> <p>In the case of a dispute between the Employer 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.</p>
<p><b>GCC 13.1 Delivery &amp; Documents</b></p>	<p><b>Delivery shall be as mentioned in the List of Goods with Description and Specifications and Delivery schedule at pages 52 to 102 as from date of award of contract.</b></p> <p>Details of Shipping and other Documents to be furnished by Suppliers are:</p> <p><b>(a) For Local Suppliers (already mentioned in the basis of delivery to warehouse – DPP), the documents to be submitted are as follows:</b></p> <ul style="list-style-type: none"> <li>(i) Signed original copy of supplier’s invoice; and</li> <li>(ii) Delivery Note</li> </ul> <p><b>(b) For Overseas Suppliers:</b></p> <ul style="list-style-type: none"> <li>(i) Original invoice (with breakdown of cost, insurance and freight separately).</li> <li>(ii) Packing List</li> <li>(iii) Bill of Lading</li> </ul> <p>The above documents shall be received by the Employer at least one week before arrival of the Goods and if not received the Supplier will be responsible for any consequent expenses.</p>

GCC 13.1	<p><b><u>(i) Items 1-15: Items for planned surgery on an “as and when required basis”</u></b></p> <p>(a) Implants and instrumentation sets should be supplied within 24 hours following request from user department.</p> <p>(b) Supplier should supply complete set of instrumentations in good working condition.</p> <p>(c) Implants supplied should be of full range and the exact size to be used will be decided intra-operatively, and only items used will be considered procured.</p> <p>(d) For each implant, the lot number, the catalogue number, the make, the manufacturer, the country of origin, the manufacturing date and the expiry date should be clearly printed / embossed on the primary packaging material.</p> <p>(e) The supplier when required should be able to inform the Ministry of Health and Wellness /Hospitals of the site of use of items from specific lot number. This is to help traceability and this will ease possibility epidemiological in case of adverse events.</p> <p>(f) Each implant should be supplied in individual sterilized boxes. (except for spine surgery)</p> <p>(g) Supplier should state the cleaning procedures instituted by him to keep instrumentation clean between deliveries. Compliance to Centres for Disease Control and prevention (CDC standard) procedures of cleaning would be an advantage. There should be possibility of user to visit the premises confirming for cleaning procedures after award of contract.</p> <p>(h) The supplier should supply to each hospital a full catalogue of the product and a detailed and illustrated surgical technique.</p> <p>(i) The supplier should submit a statement for items delivered on an “as and when required basis” at the end of each month to the Ministry with copy to all hospitals indicating the number of items consumed and the quantities remaining.</p> <p><b>Supplier should have adequate instrumentation sets so as not to delay or postpone surgeries to be carried out simultaneously in all hospitals.</b></p> <p><b>A product specialist to be present in theatre each time an implant is being used.</b></p> <p><b><u>(ii) Items 16-19: Items for planned/emergency spinal surgery on an “as and when required basis”</u></b></p> <p>(a) Implants and instrumentation sets should be supplied within 12 hours following request from user department.</p> <p>(b) Supplier should supply complete set of instrumentations in good working condition.</p>
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	<p>(c) Implants supplied should be of full range and the exact size to be used will be decided intra-operatively, and only items used will be considered procured.</p> <p>(d) For each implant, the lot number, the catalogue number, the make, the manufacturer, the country of origin, the manufacturing date and the expiry date should be clearly printed / embossed on the primary packaging material.</p> <p><b>(e) Item 16 should be supplied in individual sterilized boxes.</b></p> <p>(f) The supplier should supply to each hospital a full catalogue of the product and a detailed and illustrated surgical technique.</p> <p>(g) The supplier should submit a statement for items delivered on an “as and when required basis” at the end of each month to the Ministry with copy to all hospitals indicating the number of items consumed and the quantities remaining.</p> <p><b>Supplier should have adequate instrumentation sets so as not to delay or postpone surgeries to be carried out simultaneously in all hospitals.</b></p> <p><b>A product specialist to be present in theatre each time an implant is being used.</b></p> <p><b><u>(iii) Items 20-43: Items for urgent/semi-urgent surgery on an “as and when required basis”</u></b></p> <p>(a) Implants and instrumentation sets should be supplied within 8 hours from time of request on a 24-hourly basis irrespective of week-ends and public holidays.</p> <p>(b) Supplier should supply complete set of instrumentations in good working condition.</p> <p>(c) Implants supplied should be of full range and the exact size to be used will be decided intra-operatively, and only items used will be considered procured.</p> <p>(d) Implants should be of stainless steel 316L (where specified) and surgical grade Titanium (where specified). For stainless steel 316L, supplier should provide evidence of MRI conditional as per ASTM F2503.</p> <p>(e) For each implant, the lot number, the catalogue number, the make, the manufacturer, the country of origin, the manufacturing date and the expiry date should be clearly printed / embossed on the primary packaging material.</p> <p>(f) Each implant should be supplied in individual sterilized boxes. (Screws for items 20, 21 and 22 may be supplied in screw caddy or sterile pack)</p> <p>(g) The supplier should supply to each hospital a full catalogue of the product and a detailed and illustrated surgical technique.</p> <p>(h) The supplier should submit a statement for items delivered on an “as and when required basis” at the end of each month to the Ministry with copy to all hospitals indicating the number of items consumed and the quantities remaining.</p>
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	<p><b>Supplier should have adequate instrumentation sets so as not to delay scheduled cases or avoid unnecessary postponement of cases.</b></p> <p><b>(iv) <u>Items 44-99 : Stock items</u></b></p> <p>(a) Items to be delivered in 1 consignment within 3 months as from date of issue of letter of award.</p> <p>(b) The implants should be of Stainless Steel 316L and the instruments should be of surgical grade stainless steel.</p> <p>(c) For each item, the lot number, the catalogue number, the make, the manufacturer, the country of origin, the manufacturing date and the expiry date should be clearly printed / embossed on the primary packaging material.</p>
<b>GCC 13.1</b>	<p>Details of shipment and Other Documents to be furnished by Suppliers are:</p> <p>(a) <b>For Goods supplied from overseas bidders/manufacturers on CIF/CIP terms the (Employer as consignee):</b></p> <p>Upon shipment, the Supplier shall notify the Employer and the insurance company, in writing, the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Employer a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the airway- bill number. The Supplier shall fax and then send by courier the following documents to the Employer, with a copy to the insurance company:</p> <p>(i) Three originals and two copies of the Supplier's invoice, showing Employer's name and address, the Procurement Reference Number, Goods' description, quantity, unit price and total amount. Invoices must be signed in original, stamped or sealed with the company stamp/ seal;</p> <p>(ii) One original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Employer name and address and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or airway-bill marked "freight prepaid" and showing delivery through to final destination as per Schedule of Requirements;</p> <p>(iii) Four copies of the packing list identifying contents of each package;</p> <p>(iv) Copy of the Insurance Certificate, showing the Employer as the beneficiary;</p> <p>(v) One original of the Manufacturer's or Supplier's Warranty Certificate covering all items supplied;</p>

	<p>(vi) One original of the Supplier's Certificate of Origin covering all items supplied;</p> <p>(vii) Original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);</p> <p>(viii) Any other procurement-specific documents required for delivery/payment purposes.</p> <p>The above documents shall be received by the Employer before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><b>(b) For Goods from local Supplies (DDP)</b></p> <p>Upon or before delivery of the Goods, the Supplier shall notify the Employer in writing and deliver the following documents to the Employer:</p> <p>(i) One original and two copies of the Supplier's invoice, showing Employer, the Contract Number, Goods' description, quantity, unit price and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/ seal;</p> <p>(ii) Four copies of the packing list identifying contents of each package;</p> <p>(iii) One original of the Manufacturer's or Supplier's Warranty Certificate covering all items supplied;</p> <p>(iv) One original of the Supplier's Certificate of Origin covering all items supplied;</p> <p>(v) Original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);</p> <p>(vi) Other procurement-specific documents required for delivery/payment purposes.</p> <p><b>(c) For Goods from Local Manufacturers:</b></p> <p>(i) One original and two copies of the Supplier's invoice, showing Employer, the Contract Number, Goods' description, quantity, unit price and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/ seal;</p> <p>(ii) Two copies of the packing list identifying contents of each package;</p> <p>(iii) Original copy of the Certificate of Inspection furnished to Manufacturer by the nominated inspection agency and two copies (where inspection is required);</p> <p>(iv) Other procurement-specific documents required for delivery/payment purposes.</p>
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<b>GCC 15.1</b>	The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable except for Rate of Exchange.
<b>GCC 16.1</b>	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>(a) Payment for Goods supplied from overseas supplier on CIP/CIF basis (the Employer as consignee):</b></p> <p>Payment of foreign currency portion shall be made in [ <i>insert: currency of the Contract Price</i> ] in the following manner:</p> <p>(i) <b>On Shipment:</b> Ninety (90) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 11 or, alternatively, cash against document by direct bank transfer to the Supplier's nominated bank account. Opening charges and charges for amendment of the letter of credit at the request of or due to a fault or default of the Employer are for the account of the Employer. Confirmation charges and charges for amendment to letters of credit at the request of or due to a fault or default on behalf of the Supplier are for the account of the Supplier.</p> <p>(ii) <b>On Acceptance:</b> Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of an invoice (showing Employer's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Employer.</p> <p>Payment of local currency portion shall be made in Mauritian Rupees within thirty (30) days of presentation of an invoice (showing Employer's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Employer.</p> <p><b>(b) Payment for Goods and Services supplied from local suppliers (goods already imported) on the basis of DDP:</b></p> <p>Payment for Goods and Services supplied from local suppliers shall be made in Mauritian Rupees through Goods Form No 1.</p> <p><b>On Acceptance:</b> The Contract Price of Goods received shall be paid within sixty (60) days of signing of Goods Form No. 1 and upon submission of an invoice (showing Employer's name; the Procurement</p>

	<p>Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Acceptance Committee.</p> <p><b>(c) Payment for goods from local Manufacturer:</b></p> <p>Payment for Goods and Services supplied from local suppliers shall be made in Mauritian Rupees through Goods Form No. 1.</p> <p>(i) <b>On Acceptance:</b> The Contract Price of Goods received shall be paid within sixty (60) days of signing of Goods Form No.1 and upon submission of an invoice (showing Employer's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Employer.</p> <p><b>(d)</b> For any contract award below <b>Rs 100,000</b>, an amount representing 10% of the invoice value will be retained for each delivery, and may be released after successful completion of contract. Otherwise, it will be forfeited.</p>
<b>GCC 16.4 (b)</b>	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.
<b>GCC 16.5</b>	Interest shall be payable immediately after the due date for payment. The interest rate shall be the legal rate.
<b>Performance Security GCC 18.1</b>	<p>(i) A Performance Security <b>shall be required for contracts as from Rs 100,000.</b></p> <p>(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 28 (twenty-eight) days beyond the delivery schedule.</p> <p>(iii) In the event of delay in the delivery of the items, the Supplier shall agree to an extension of the performance Security for the period mentioned above.</p>
<b>Performance Security GCC 18.3</b>	The Performance Security shall be denominated in <b>Mauritian Rupees.</b>
<b>Performance Security GCC 18.4</b>	Discharge of the Performance Security shall take place <b>not later than 28 (twenty-eight) days following the completion of the supplier's performance under the contract to the satisfaction of the Employer. Otherwise, it will be forfeited.</b>

<b>GCC 23.2</b>	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p>(i) <b>SOLD TO MOH &amp; W – NOT FOR RESALE</b>  (ii) <b>Lot number / Catalogue number / Serial number</b>  (iii) <b>Make/Manufacturer</b>  (iv) <b>Country of origin</b>  (v) <b>Manufacturing and expiry date</b></p>
<b>GCC 24.1</b>	The insurance coverage shall be as specified in the Incoterms.
<b>GCC 25.1</b>	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
<b>GCC 26.1</b>	The inspections and tests shall be: <b>NOT APPLICABLE</b>
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at: <b>NOT APPLICABLE</b>
<b>GCC 27.1</b>	The liquidated damages shall be <b>0.5%</b> per day of delay for amount of undelivered goods.
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be <b>5%</b> of the final contract price of undelivered goods, after which the contract shall be considered as terminated.
<b>GCC 28.3</b>	Shelf life for item 63 shall be at least 24 months at time of delivery.
<b>GCC 28.5</b>	<p>The period of replacement of the defective goods for items issued on as “<b>as and when required basis</b>” shall be on the same day.</p> <p>The period for replacement of the defective goods for <b>stock items</b> shall be <b>within 3 months as from the date the supplier is informed of the defective goods.</b></p>

## Section VIII Contract Forms

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# 1. 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 Employer]*

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>10</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,<sup>11</sup> and any demand for payment under it must be received by us at this office on or before that date.

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

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

<sup>10</sup> The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.

<sup>11</sup> Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Employer should note that in the event of an extension of the time to perform the Contract, the Employer 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 Employer 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 Employer's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

## 2. BID SCHEDULE CHECKLIST

PROCUREMENT REFERENCE NO.: MHPQ/NP/MDIS/ORTHOIMP/2019-2020/Q61

<u>Description</u>	<u>Attached (please tick if submitted and cross if not)</u>
Bid Submission Form duly filled and signed	
Bid Security	
Price Schedule duly filled and signed	
Bid Summary Sheet	
Manufacturer's Authorisation	
Catalogues/Leaflets/Brochures/Technical Documentation	
Financial Situation	

Name of Bidder (s).....

Contact Person : .....Phone No. : .....

Signature of authorized signatory:.....

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.

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### 3. BID SUMMARY SHEET

**Total Price Quoted:** ..... (Exclusive of VAT)

**No of items quoted:** .....

**Name of Bidder:** .....

**Address of Bidder:** .....

**Tel No:** .....

**Fax No:** .....

**Signature of Bidder:** .....

**Date:** .....

**Company Seal:** .....

**Important Note: Any VAT claim will be paid upon production of documentary evidence duly certified by MRA**