REPUBLIC OF MAURITIUS
FORENSIC SCIENCE LABORATORY
NATIONAL LABORATORIES COMPLEX
REDUIT
TEL 4661239, 3112, 3113 FAX: 4654447

B I D D I N G D O C U M E N T S
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for

Procurement for the Supply, Installation, Testing, Training and Commissioning (SITTC) of Liquid Chromatography – Ultra High Resolution Mass Spectrometer (LC-UHR/MS) System

Procurement Reference No: FSL/19-20/53/OIB

Project: Supply, Installation, Testing, Training and Commissioning of the LC-UHR/MS System

Purchaser: Forensic Science Laboratory, Prime Minister's Office, (Rodrigues, Outer Islands and Territorial Integrity Division)

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS),** issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement through Open Advertised Bidding (open for local and overseas suppliers) are **specified in the BDS.** The name, identification, and number of lots are **provided in the BDS.**

1.2 Throughout these Bidding Documents:

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

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

(c) "day" means calendar day.

2. Source of Funds

2.1 Unless otherwise stated in the **BDS,** this procurement shall be financed by the Public Body's own budgetary allocation.

3. Public Entities Related to Bidding Documents and to Challenge and Appeal

3.1 The public entities related to these bidding documents are the Public Body, acting as procurement entity (Purchaser), 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.)

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.

3.3 Challenges and Applications for Review shall be forwarded to the addresses indicated **in the BDS**;

4. Fraud and Corruption

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 and suppliers, observe the highest standard of ethics during the procurement and execution of contracts. [1] 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[2];

(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; [3]

(iii) "collusive practice" is an arrangement between two or more parties[4] 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[5] 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 Purchaser's investigation into allegations of a

[1] 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.

[2] "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Purchaser's staff and employees of other organizations taking or reviewing procurement decisions.

[3] "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.

[4] "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.

[5] "Party" refers to a participant in the procurement process or contract execution.

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 Purchaser'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[b] 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 Purchaser 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 Purchaser.

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

4.5 The Purchaser 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

[b] 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 Purchaser.

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 Purchaser 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.

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 Purchaser regarding this bidding process; or

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

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

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 Purchaser.

5.6 Bidders shall provide such evidence of their continued

eligibility satisfactory to the Purchaser, as the Purchaser 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 Purchaser is not part of the

Bidding Documents.

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

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 Purchaser in writing at the Purchaser's address **specified in the BDS.** The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than the number of days, **specified in the BDS**, prior to the deadline set for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 25.2.

9. Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

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 Purchaser.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 25.2

C. Preparation of Bids

10. Cost of Bidding

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

11. Language of Bid

11.1 The Bid, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English**.** Supporting documents and printed literature that are part of the Bid may be in another language provided they

are accompanied by an accurate translation of the relevant passages in English**,** in which case, for purposes of interpretation of the Bid, such translation shall govern.

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

12. Documents Comprising the Bid

12.1 The Bid shall comprise the following:

(a) the Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and 16;

(b) the Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 22, if required;

(c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 23.2; **as specified in the BDS.**

(d) documentary evidence in accordance with ITB Clause 17 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

15.1 The prices and discounts quoted by the Bidder in the Bid

and Discounts

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 Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through the carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:

(a) For Goods offered from within Mauritius :

(i) the price of the goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory, or on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf;

(ii) VAT payable on the Goods if the Contract is awarded to the Bidder; and

(iii) the total price for the item.

(b) For Goods offered from outside Mauritius :

(i) the price of the goods quoted CIF (named port of destination), or CIP (named place of destination), in the Mauritius, as specified in the **BDS**;

(ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **BDS**;

(iii) the total price for the item.

(c) For Related Services whenever such Related Services are

specified in the Schedule of Requirements:

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

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

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

16. Currencies of Bid

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 **BDS.**

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.

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

17. Documents Establishing the Eligibility of

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.

the Bidder

18. Documents Establishing the Eligibility of the Goods and Related Services

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.

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

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.

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.

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 **specified in the BDS** following commencement of the use of the goods by the Purchaser.

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

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 Purchaser's satisfaction that:

(a) if **required in the BDS,** a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in

Section IV, Bidding Forms, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Mauritius;

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

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

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 Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

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

(d) be payable promptly upon written demand by the Purchaser 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 Purchaser 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 Marking of Bids

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 submitting their bids electronically.

(a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 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.

(b) Bidders submitting bids electronically shall follow the

electronic bid submission procedures specified in the **BDS.**

24.2 The inner and outer envelopes shall:

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

(b) be addressed to the Purchaser in accordance with ITB Sub-Clause 25.1;

(c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS,** and

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 28.1.

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

25. Deadline for Submission of Bids

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

25.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

26. Late Bids

26.1 The Purchaser 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 Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

27. Withdrawal, Substitution, and Modificatio n of Bids

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 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 Purchaser 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 Purchaser shall conduct the bid opening in the presence of the Bidders' representatives who choose to attend at the address, date and time **specified in the BDS.** 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 Purchaser may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late

bids, in accordance with ITB 26.1.

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

29. Confidentiality

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.

29.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

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

30. Clarification of Bids

30.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 32.

31. Responsiveness of Bids

31.1 The Purchaser'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 Purchaser's rights or the Bidder's obligations under the Contract; or

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

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

32. Nonconformities, Errors, and Omissions

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

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

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

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

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

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

amount in figures shall prevail subject to (a) and (b) above.

33. Preliminary Examination of Bids

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

(a) Bid Submission Form, in accordance with ITB Sub-Clause 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 Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

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

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 Purchaser 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 Purchaser 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 Purchaser shall consider the following:

(a) evaluation to be done for Items or Lots, as **specified in the BDS;** and the Bid Price as quoted 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 Purchaser's evaluation of a bid will take into account:

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

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

(iii) transport and other costs for the goods to reach its final destination.

(b) The Purchaser's evaluation of a bid will **not** take into account any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

37.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 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 Purchaser to award one or multiple lots to more

than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

38. Comparison of Bids

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

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 Purchaser 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 Purchaser reserves the right to assess the Bidder's capabilities and capacity to execute the Contract satisfactorily before deciding on award.

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

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

F. Award of Contract

41. Award Criteria

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

42. Purchaser's Right to Vary Quantities at Time of

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

Award Documents.

43. Notification of Award

43.1 Prior to the expiration of the period of bid validity, the Purchaser shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge and Appeal the Purchaser 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 Purchaser will pay the Supplier in consideration of the execution and completion of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). Within seven days from the issue of Letter of Acceptance, the Purchaser shall publish on the Public Procurement Portal *(publicprocurement.govmu.org)* and the Purchaser's website, the results of the Bidding Process identifying the bid and lot numbers and the following information:

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

(ii) an executive summary of the Bid Evaluation Report

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

44. Signing of Contract

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

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

44.3 Notwithstanding ITB 44.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, 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 Purchaser that signing of the Contact 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.

45. Performanc

45.1 Within twenty eight (28) days of the receipt of letter of

e Security

Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders 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 Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

46. Debriefing

46.1 The Purchaser shall promptly attend to all debriefing for the contract made in writing and within 30 days from the date of the publication of the award or date the unsuccessful bidders are informed about the award, whichever is the case 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.

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

ITB Clause Reference	**A. General**
ITB 1.1	The Purchaser is: **Forensic Science Laboratory, Prime Minister's Office, (Rodrigues, Outer Islands and Territorial Integrity Division)**
ITB 1.1	The name and identification number of the Procurement are: **FSL/19-20/53/OIB- Supply, Installation, Testing, Training and Commissioning of the LC-UHR/MS System** The number, identification and names of the lots comprising this Procurement are: **FSL/19-20/53/OIB Supply, Installation, Testing, Training and Commissioning of the LC-UHR/MS System** The Invitation for Bids has been issued through an **Open *International* Bidding** procedure.
ITB 1.1	The name of the Project is: **Supply, Installation, Testing, Training and Commissioning of the LC-UHR/MS System**
ITB 2.1	The Funding Agency is: **Forensic Science Laboratory, Prime Minister's Office, (Rodrigues, Outer Islands and Territorial Integrity Division)**
ITB 3.3	(a) The address to file challenge in respect of this procurement is: **Director, Forensic Science Laboratory, 2nd Floor, National Laboratories Complex, Reduit** (b) The address to file application for review is: **The Chairman** **Independent Review Panel,** **9th Floor, Wing B** **Emmanuel Anquetil Building** **Pope Hennessy Street** **Port Louis** **Tel : 2013921**

ITB 5.3	A list of firms debarred from participating in Public Procurement in Mauritius is available at ppo.govmu.org A list of firms debarred by World Bank is available at http://www.worldbank.org/debarr.
	B. Contents of Bidding Documents
ITB 8.1	For **Clarification of bid purposes** only, the Purchaser's address is: Attention: **Mrs G.M Madhub Dassyne, Director** Address: **Forensic Science Laboratory, 2nd Floor, National Laboratories Complex, Reduit** Country: **Mauritius** Telephone: ***+230 466 3112/4661239*** Facsimile number: ***4654447*** Electronic mail address: *gmadhub-dassyne@govmu.org*
ITB 8.1	Request for Clarification should reach the Purchaser not later than **21** days, prior to the closing date for submission of bids.
	C. Preparation of Bids
ITB 12.1 (c)	*(a)No written evidence is required.* (b)In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 5.1, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution."] ***Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.***
ITB 12.1 (h)	The Bidder shall submit the following additional documents in its bid: **Original Brochure for all items.** **The copy should be identical to the original.**

ITB 14.1	Alternative Bids ***shall not be*** considered.
ITB 15.5	The Incoterms edition is: Incoterms 2010.
ITB 15.6 (b) (i) , (ii)	**For Goods offered from outside Mauritius, the Bidder shall quote prices using the following Incoterms: Delivery Duty Paid (DPP)**
ITB 15.7	The prices quoted by the Bidder**: *shall not be adjustable***.
ITB 15.8	**Prices quoted shall be on a lot wise basis, as the contract will be awarded on a lot wise basis.** **Prices quoted for each item of a lot shall correspond at least to *100* % of the quantities specified for this item of a lot.**
ITB 16.1	**The Bidder *is* required to quote in Mauritian Rupees the portion of the bid price that corresponds to expenditures incurred in that currency.**
ITB 16.3	Local bidders shall quote only in Mauritian Rupees on the basis that ***prices not adjustable to rate of exchange.***
ITB 19.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): ***10 years***
ITB 20.1 (a)	**Manufacturer's authorization is *required***
ITB 20.1 (b)	**After sales service is *required***
ITB 21.1	The bid validity period shall be ***120*** days.
ITB 22.1	**The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form at (Section IV: Bidding Form) containing the provision with regard thereto.**
ITB 22.3	The amount of the Bid Security shall be: **Not Applicable**
ITB 22.8	If the Bidder incurs any of the actions prescribed in subparagraphs (a) to (c) of this provision, the Bidder may be declared ineligible to be awarded contracts by the Government of Mauritius for a period of time (not exceeding 5 years) to be determined by the Procurement Policy Office.
ITB 23.1	In addition to the original of the bid, the following should be submitted: **(i) One (1) hard copy (clearly marked copy) and** **(ii) One (1) soft copy.**

	D. Submission and Opening of Bids
ITB 24.1	Bidders ***shall not*** have the option of submitting their bids electronically.
ITB 24.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be ***: Not Applicable***
ITB 24.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: **FSL/19-20/53/OIB, Open International Bidding for Supply, Installation, Testing, Training and Commissioning of the LC-UHR/MS System**.
ITB 25.1	For bid submission purposes, the Purchaser's address is: Attention: **Chairperson, Departmental Bid Committee** Address: **Forensic Science Laboratory, National Laboratories Complex.** Floor-Room number: **Bid Box, Ground Floor** City: **Reduit** Country: **Republic of Mauritius** The deadline for the submission of bids is: Date: **Thursday 30th January 2020** Time: **13.00 p.m (local time) at latest** **Late submissions will be rejected.** **Bids received by e-mail and fax will not be considered.**
ITB 28.1	The bid opening shall take place at: Street Address: **Forensic Science Laboratory, National Laboratories Complex.** Floor/ Room number: **2nd Floor/Conference Room** City: **Reduit** Country: **Republic of Mauritius** Date: **Thursday 30th January 2020** Time: **13.15 p.m (local time)**

ITB 27.1	If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall be: ***Not Applicable***
	E. Evaluation and Comparison of Bids
ITB 35.1	Bid prices expressed in different currencies shall be converted in: *Mauritian Rupees* **The source of exchange rate shall be: The source of exchange rate shall be the Telegraphic Transfer Selling Rate at the Central Bank of Mauritius.** The date for the exchange rate shall be **the date of closing of bid.**
ITB 36.1	A margin of preference shall be applicable to local Small and Medium Enterprises as indicated in Section III. **Not Applicable**.
ITB 37.3(a)	**Bids will be evaluated as a whole lot for the equipment and its accessories and the Contract will comprise of the whole lot awarded to the successful Bidder based on the specifications.**
ITB 37.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) deviation in Delivery schedule: **No** (b) deviation in payment schedule: **No** (c) the cost of major replacement components, mandatory spare parts, and service: **Not Applicable** (d) the availability in Mauritius of spare parts and after-sales services for the equipment offered in the bid **Not Applicable** (e) the projected operating and maintenance costs during the life of the equipment **Not Applicable** (f) the performance and productivity of the equipment offered; **Not Applicable**
ITB 37.6	Bidders **shall not** be allowed to quote separate prices for the equipment.

	F. Award of Contract
ITB 42.1	The Forensic Science Laboratory (PMO) shall award the contract to the Bidder whose offer has been determined to be the lowest evaluated bid for each single item and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the contract obligations satisfactorily.
ITB 42.1	a. In line with Government decision, the Ministry shall, prior to award, request the lowest substantially responsive bidder to submit a "Tax Clearance Certificate" from the Mauritius revenue Authority (MRA) within a period of one week, confirming that the bidder has filled his tax returns and paid tax due, for public contract as from Rs5M. b. Non submission of **"Tax Clearance Certificate"** this Ministry may consider the next lowest substantially responsive bidder to equally comply to paragraph (a) above. It is brought to the attention of the bidders that MRA has put in place a system for responsive bidders, on receipt of a letter from a Public Body requesting for a Tax Clearance Certificate, to apply for same electronically on MRA website www.mra.mu. The bidder is requested to use the reference of the letter issued by the Public body to access the system.
ITB 42.2	The maximum percentage by which quantities may be increased or decreased is: ***Not Applicable***

Section III. Evaluation and Qualification Criteria

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

[The Purchaser shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples referred to in this section or other acceptable wording, and delete the text in italics]

Contents

1. Evaluation Criteria (ITB 37.3 (d))

2. Multiple Contracts (ITB 37.6)

3. Postqualification Requirements (ITB 39.2)

4. Domestic Preference (ITB 36.1)

1. Evaluation Criteria (ITB 37.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 15.6, one or more of the following factors as specified in ITB Sub-Clause 37.3(d) and in BDS referring to ITB 37.3(d)**,** using the following criteria and methodologies.

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

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 37.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI , Delivery Schedule.

(b) Deviation in payment schedule.

The SCC stipulates the payment schedule specified by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in the SCC, at the rate per annum specified in BDS Sub-Clause 37.3 (d).

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

(d) Availability in Mauritius of spare parts and after sales services for equipment offered in the bid.

(e) Projected operating and maintenance costs.

(f) Performance and productivity of the equipment.

(g) Specific additional criteria

2. Multiple Contracts (ITB 37.6) Not Applicable

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

The Purchaser shall:

(a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 15.8

(b) take into account:

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

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

3. Post-qualification Requirements (ITB 39.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 39.1, the Purchaser shall 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 shall furnish documentary evidence that it meets the following financial requirement(s): **Financial Statements for the last three years.**

(b) Qualification requirements;

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

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

(c) Experience and Technical Capacity

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

(d) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: **Original Brochure of all items quoted**

4. Margin of Preference (ITB 36.1): Not Applicable

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

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

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

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

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

4.3. SMEs applying for Margin of Preference shall, upon request by the public body, submit details of:

(i) their registration as enterprises within Mauritius; and
(ii) Financial statement certified by a qualified Accountant showing that its annual turnover is less than Rs 50M.
(iii) SMEs not holding the "Made in Moris" certificate shall submit the cost structure certified by a qualified accountant in the format provided in Section IV (Form: Cost Structure for Value Added Calculation per Product) .

Section IV. Bidding Forms

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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.: ***FSL/19-20/53/OIB***

Page _____ of_ _____ pages

1. Bidder's Legal Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each party: *[insert legal name of each party in JV]*
3. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]*
4. Bidder's Year of Registration: *[insert Bidder's year of registration]*
5. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1 and 5.2. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 5.1. ☐ 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: *[insert Bidder's legal name]*
2. JV's Party legal name: *[insert JV's Party legal name]*
3. JV's Party Country of Registration: *[insert JV's Party country of registration]*
4. JV's Party Year of Registration: *[insert JV's Part year of registration]*
5. JV's Party Legal Address in Country of Registration: *[insert JV's Party legal address in country of registration]*
6. JV's Party Authorized Representative Name: *[insert name of JV's Party authorized representative]* Address: *[insert address of JV's Party authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]* Email Address: *[insert email address of JV's Party authorized representative]*
7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. ☐ 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.: ***FSL/19-20/53/OIB***
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: **Forensic Science Laboratory, Prime Minister's Office, (Rodrigues, Outer Islands and Territorial Integrity Division)**

We, the undersigned, declare that:

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

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

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

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

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

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

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 21.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 25.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we 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) We hereby *apply/do not apply* for Margin of Preference for Small and Medium Enterprise as provided for in the bidding document;[6]

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

Name of Recipient	Address	Reason	Amount

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

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

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

i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Purchaser's employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

[6] *Strick out as appropriate*

ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

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

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

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

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

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*

Appendix to Bid Submission Form

Bid Securing Declaration

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

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

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

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

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

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

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

Price Schedule Forms

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

Price Schedule : Goods Manufactured outside Mauritius to be imported

Bidder's name and address: …… ……..	Prices may be in Mauritian or foreign currency Bid currency: *(insert currency)*	**Date:**_____ **Procurement Ref. No: FSL/19-20/OIB**

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 *[insert place of destination]* (col 6+7+8)	CIF/CIP Price per line item (Col. 5x9)
		[insert country of origin of the Good]	*[insert no. of weeks]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit FOB price]*	*[insert charges per unit]*	*[insert charges per unit]*	*[insert unit price CIF/CIP]*	*[insert total CIFCIP price per line item]*
1	**Supply, Installation, Testing, Training and Commissioning of Liquid Chromatograph-Ultra High Resolution Mass Spectrometer System and accessories as per technical specifications.**								
								Total Bid Price	

Name of Bidder **Signature of Bidder** **Date**

Price Schedule: Goods Manufactured outside Mauritius already imported

Bidder's name and address: …….…… ……	Prices to be in Mauritian Rupees	**Date:**_____ **Procurement Ref No: FSL/19-20/53/OIB**

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	VAT payable per line item if Contract is awarded	Total Price per line item (Col. 7+ 8) (DDP)
1	**Supply, Installation, Testing, Training and Commissioning of Liquid Chromatograph-Ultra High Resolution Mass Spectrometer System and accessories as per technical specifications.**	*[insert country of origin of the Good]*	*[insert no. of weeks]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per unit]*	*[insert price per line item inclusive of custom duties and import taxes]*	*[insert price per line item for inland transportation and other services required in the Mauritius]*	*[insert VAT and other taxes payable per item if Contract is awarded]*	*[insert total price per line item]*
								Total Bid Price	

Prices shall be in Mauritian Rupees and shall not be adjustable.

Name of Bidder **Signature of Bidder** **Date**

Price Schedule : Goods Manufactured in Mauritius

Bidder's name and address: ……..…… ……	Prices to be in Mauritian Rupees	**Date:**_____ **Procurement Ref No: FSL/19-20/53/OIB**

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	VAT payable per line item if Contract is awarded	Total Price per line item (Col. 7+ 8) (DDP)
1	**Supply, Installation, Testing, Training and Commissioning of Liquid Chromatograph-Ultra High Resolution Mass Spectrometer System and accessories as per technical specifications.**	*[insert country of origin of the Good]*	*[insert no. of weeks]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per unit]*	*[insert price per line item inclusive of custom duties and import taxes]*	*[insert price per line item for inland transportation and other services required in the Mauritius]*	*[insert VAT and other taxes payable per item if Contract is awarded]*	*[insert total price per line item]*
								Total Bid Price	

Prices are fixed.

Name of Bidder **Signature of Bidder** **Date**

Maintenance Cost Form (MANDATORY)

SN	DESCRIPTION	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
1	Maintenance charges for **one (1) LC-UHR/MS System** inclusive of VAT (including spare parts, Labour and Transport) for first 5 years after warranty period	**Warranty**					

NAME:	POSITION:	SIGNATURE	DATE
NAME OF COMPANY:	ADDRESS:		

NOTE: **The Forensic Science Laboratory may enter into a Maintenance Contract after expiry of the Warranty on a yearly basis.**

Maintenance Cost Form – Labour Only (MANDATORY)

SN	DESCRIPTION	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
1	Maintenance charges **(labour only)** inclusive of VAT on a yearly renewable basis for **5 consecutive years** after warranty, covering all instrument modules. ***The maintenance contract shall include one preventive maintenance (PM) visit per year and all software updates required for the duration of the contract***	**Warranty**					

NAME:	POSITION:	SIGNATURE	DATE
NAME OF COMPANY:	ADDRESS:		

NOTE: **The Forensic Science Laboratory may enter into a Maintenance Contract after expiry of the Warranty on a yearly basis.**

Bid Security (Bank Guarantee) – Not Applicable

.....*[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.: ***FSL/19-20/53/OIB***
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: **Forensic Science Laboratory, Prime Minister's Office, (Rodrigues, Outer Islands and Territorial Integrity Division)**

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]*

Cost Structure for Value Added Calculation per Product

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT		
	Rs	**Rs**
Raw Materials, Accessories & Components		
• Imported (CIF)	.....	.....
• Local (VAT & Excise Duty Fee)	.....	.....
Labour Cost		
• Direct Labour	.....	.....
• Clerical Wages	.....	.....
• Salaries to Management	.....	.....
Utilities		
• Electricity	.....	.....
• Water	.....	.....
• Telephone	.....	.....
Depreciation	.....	.....
Interest on Loans	.....	.....
Rent	.....	.....
Other (please specify)		
• **.....**	.....	.....
• **.....**	.....	.....
• **.....**	.....	.....
TOTAL COST		

Local Value Added = $\frac{\text{Total Cost – Cost of imported inputs}}{\text{Total Cost}}$ x 100

- **The cost structure should be certified by a Certified Accountant**

PART 2 – Supply Requirements

Section V. Schedule of Requirements

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Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 41.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that "delivery" takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Purchaser's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [*to be provided by the bidder*]
1	**Supply, Installation, Testing, Training and Commissioning of Liquid Chromatograph- Ultra High Resolution Mass Spectrometer System as per technical specifications.**	**1**	**Unit**	**FSL, National Laboratories Complex 2nd Floor, Reduit**	**Within 8 weeks as from date of letter of acceptance**		
2	**Nitrogen Generator as per specifications (J).**	**1**	**Unit**	**As above**	**As above**		
3	**UPS as per specifications (K).**	**1**	**Unit**	**As above**	**As above**		
	Specifications for spare parts and consumables (Q) as listed below						
4	**Solvents bottles(clear) capacity 1 litre**	**8**	**Unit**	**As above**	**As above**		
5	**Solvents bottles(amber) capacity 1 litre**	**2**	**Unit**	**As above**	**As above**		
6	**Solvent inlet filters**	**10**	**Unit**	**As above**	**As above**		

1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [*to be provided by the bidder*]
	LC- MS grade Solvents:						
7	**Methanol x 1 L**	**5**	**Unit**	**FSL, National Laboratories Complex 2nd Floor, Reduit**	**Within 8 weeks as from date of letter of acceptance**		
8	**Acetonitrile x 1 L**	**5**	**Unit**	**As above**	**As above**		
9	**Isopropanol x 1 L**	**5**	**Unit**	**As above**	**As above**		
10	**Water x 1 L**	**5**	**Unit**	**As above**	**As above**		
11	**Column C- 18 RP 100mm x 2.1mm x 2.6µm with compatible holder**	**1**	**Unit**	**As above**	**As above**		
12	**Cartridges for above**	**3**	**Unit**	**As above**	**As above**		
13	**Vials, amber 1.5 ml snap cap**	**1000**	**Unit**	**As above**	**As above**		
14	**Calibration mix positive and negative**	**1 each**	**Box/Set**	**As above**	**As above**		
15	**Electrospray needle**	**3**	**unit**	**As above**	**As above**		

2. List of Related Services and Completion Schedule

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

Service	Description of Service	Quantity[1]	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	**Supply, Installation, Testing, Training and Commissioning of Liquid Chromatograph- Ultra High Resolution Mass Spectrometer System as per technical specifications.**	**1**	**Unit**	**FSL, National Laboratories Complex 2nd Floor, Réduit**	

3. Technical Specifications

All sections of the document must be responded to and the level of compliance clearly indicated. The response to each section should be: **Comply or Not Comply** in the relevant section of every specification field; failure to do this will be interpreted as a **Not Comply.**

The Bid Specification Layout	
Code	**SPECIFICATION**
A	**General Requirements**
B	**Installation**
C	**Liquid Chromatography System**
D	**Mass Spectrometer**
E	**Ionisation Source**
F	**Mass Analyser**
G	**Vacuum System**
H	**Interface: Atmospheric pressure ionization API source**
I	**Software Requirement**
J	**Nitrogen Generator**
K	**Uninterruptible Power Supply (UPS)**
L	**Minimum Instrument Controller PC Configuration**
M	**After sales service**
N	**Warranty**
O	**Installation, training, maintenance and other services**
P	**Training**

Q	**Spare Parts and Consumables**
R	**Application**
S	**Proficiency Testing**
T	**Optional**

Technical Specifications

Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
1.0	**SITTC of LC-UHR/MS System:**		
A	**GENERAL REQUIREMENTS**		
1.1	The equipment shall be a bench top Ultra High Resolution Mass Spectrometer coupled with an ultra-high pressure liquid chromatograph.		
1.2	The equipment shall be used for identification, quantification, confirmation and structural elucidation of drugs in simple and complex matrices as specified in the Twelfth Schedule of the Road Traffic Act 2019 and First Schedule of the Dangerous Drugs Act 2000 and subsequently amended Regulations		
1.3	The System should provide Ultra High resolution and accurate mass measurement to cater for amendment in the above mentioned Acts and evolving new psychoactive drugs		
1.4	The delivery date of all the components of the system must be within Eight (8) weeks of availability of an order number.		
1.5	The system must be robust and be suitable to be used continuously for 24 hours per day, 7 days a week without any problem/constraint.		

Specifications and Compliance Sheet Authorised By:

Name:		Signature:	
Position:		Date:	

Authorised for and on behalf of:	Company	

Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
1.6	The bidder shall submit original certificate from Manufacturer specifying the following for the brand new equipment: (i) Make (ii) Model (iii) Country of Manufacturer (iv) Release date		
1.7	The bidder shall submit original Manufacturer's authorization letter as format/specimen laid out in the Bidding Document.		

Specifications and Compliance Sheet Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:		Company	

Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
1.8	The system should have US FDA approval and/or CE certification. Original certificates of compliance to be submitted with manufacturer's name and model of equipment.		
1.9	Original catalogue with Technical Brochure Sheet **or** certified true copy with signature and seal of bidder to be submitted and bidder to highlight the specifications requested in the bid.		
1.10	All accessories/peripherals required by the system to attain the requirements of the specifications shall be included in the offer.		
1.11	The life expectancy of the equipment shall be at least 10 years or better. Undertaking Letter from Manufacturer/bidder that parts, including spares and efficient support will be available during the life expectancy of the equipment shall be submitted.		
1.12	Power supply: 230 V ± 6%, 50 Hz ± 1.5%		

Specifications and Compliance Sheet Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:		Company	

Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
B	**INSTALLATION**		
1.1	Delivery, Installation, Verification and Commissioning shall be completed at the Forensic Science Laboratory (FSL), 2nd Floor, National Laboratories Complex, Réduit.		
1.2	All related work by qualified/trained technicians/engineers must be carried out preferably within normal office hours namely 08:45 to 16:00 hours on weekdays.		
	TECHNICAL SPECIFICATIONS		
C	**LIQUID CHROMATOGRAPHY SYSTEM**		
	The system shall have the following features for the Liquid Chromatographic System which can be operated in both HPLC and U-HPLC modes:		
1.1	**GRADIENT PUMP**		
1.1.1	Quaternary pumps with a solvent tray for at least 6 bottles of 1L capacity.		
1.1.2	Flow rate between 0.05 mL/min to 5 mL/min or better.		
1.1.3	Flow precision of 0.07 % RSD or less.		
1.1.4	Flow accuracy of ± 1% or less.		

Specifications and Compliance Sheet Authorised By:

Name:		Signature:	
Position:		Date:	

Authorised for and on behalf of:	Company	

Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
1.1.5	Pressure operating range up to 1000 bar or higher.		
1.1.6	pH working range between 2 to 9 or better.		
1.1.7	Diagnostics, errors and leak detection should be present and indicated in the system.		
1.2	**DEGASSER**		
1.2.1	At least 4 solvent channels.		
1.2.2	pH working range between 2 to 9 or better.		
1.2.3	Solvent tray accommodating 6 solvent bottles.		

Specifications and Compliance Sheet Authorised By:

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Position:		Date:	
Authorised for and on behalf of:		Company	

Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
1.3	**AUTO SAMPLER**		
1.3.1	High-precision syringe pump and switching valve should be included in the system.		
1.3.2	Changeable vial tray for at least 200 vials or better.		
1.3.3	Injection volume range 0.1 – 100 µL or better.		
1.3.4	Injection precision to be at least 0.3 % RSD.		
1.3.5	Injection accuracy of ±1% or less.		
1.3.6	Carry over (between injections) less than 0.005%.		
1.3.7	Adjustable temperature range from 4 ^{o}C to 20 ^{o}C.		
1.3.8	With installed needle wash station.		
1.3.9	Diagnostics, errors and leak detection should be present and indicated in the system.		

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
1.4	**COLUMN OVEN**		
1.4.1	Temperature controlled column compartment providing a working range from 5 ^{o}C to 80 ^{o}C or better.		
1.4.2	Oven should be configured to accommodate at least 2 standard HPLC columns with automatic column switching between applications.		
1.4.3	At least 2 column compartments with independent temperature control.		
1.4.4	Temperature stability ± 0.1 ^{o}C or less.		
1.4.5	Temperature accuracy ± 1.0 ^{o}C or less.		
1.4.6	At least two switching valves (at least 6 ports) for alternating column operation must be installed.		
D	**MASS SPECTROMETER**		
	The system shall have the following features for the Mass spectrometer:		
1.1	The System should provide Ultra High resolution and accurate mass measurement to cater for amendment in the above mentioned Acts and evolving new psychoactive drugs.		

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Item	Description of Goods &	Compliance of	Details of non-

No	Technical Specification	Technical Specifications	compliance/deviation (if applicable)
1.2	The ionization probes switching should be simple, tool free and without breaking the vacuum.		
1.3	The System should provide Sequential Multiusage Mass Spectrometry - at least MS^3.		
1.4	The system should be able to switch from positive to negative mode within a single run.		
1.5	The User Maintenance and cleaning of interface must be simple.		
1.6	Automatic mass calibration during sample acquisition by calibrant infusion.		
1.7	Automated Optimization of Quadrupole and resolution as well as optimized detector settings.		
1.8	Resolving power higher than 100,000 FWHM to properly identify and quantify the analytes of interest in complex Biological samples. Bidder to state with documentary evidence whether the system is upgradable. The cost of upgrade and details of all accessories and software shall be quoted separately from the main offer		
1.9	Provide a mass accuracy below 1 ppm RMS using internal calibration and below 3 ppm RMS mass accuracy using external calibration.		

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
E	**IONISATION SOURCE**		
1.1	One set of ESI (Electro spray ionisation) and APCI (Atmospheric Pressure Chemical Ionisation) compatible with ultra-HPLC shall be included in the offer as standard.		
1.2	The source must incorporate a safety interlock switch to shut off voltages when probe is removed from source housing.		
F	**MASS ANALYSER**		
1.1	Mass Spectrometer must provide Ultra High Resolution and accurate mass measurement.		
1.2	The mass range has to be at least from 50 to 2000 m/z or better.		
1.3	MS and multi stage MS capabilities must be available (at least MS^3) Bidder to state with documentary evidence whether the system is upgradable to at least MS^5. The cost of upgrade and details of all accessories and software shall be quoted separately from the main offer.		

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
1.4	The system should be capable of providing: Full scan data (MS) Targeted MS/MS Untargeted MS/MS Multi Stage MS (at least MS^3)		
1.5	Acquisition in progress should be visible in real time.		
1.6	Detector life time must be at least 10 years and repair/replacement of any detector parts during the specified lifetime to be borne by the bidder.		
1.7	The instrument must have full software control and automated optimization of collision energy and gas pressures.		
1.8	Polarity switching time shall be no longer than 50 ms to allow rapid switching during analysis.		
1.9	The instrument must be capable of high resolution precursor ion selection.		

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
1.10	Automatic system calibration and optimization has to be included.		
1.11	The instrument has to be equipped with a syringe pump for infusion.		
1.12	A divert valve must enable the user to switch between the detector and waste position.		
1.13	The detector shall allow different scan detections like single MS, single ion monitoring and selected/multiple reaction monitoring (MRM/SRM), product ion scan, precursor ion scan and neutral loss scan.		
1.14	The detection system must be able of detecting both positive and negative ions		
1.15	The instrument must have no crosstalk, crosstalk free operation without sensitivity loss in MRM/SRM mode measurements using short dwell times.		

Specifications and Compliance Sheet Authorised By:

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
G	**VACUUM SYSTEM**		
1.1	The vacuum system must consist of an air cooled turbo molecular pump.		
1.2	The status of vacuum system must be indicated by the software.		
1.3	The data system must automatically warn users of poor vacuum status.		
1.4	The MS must not permit scanning if the vacuum is not sufficient.		
1.5	The vacuum value must be readable electronically for vacuum pump.		
H	**Interface: Atmospheric pressure ionization API source**		
1.1	The API source must have ion-optics that enable automated tuning.		
1.2	The API source must support electrospray ionization (ESI) and atmospheric pressure chemical ionization (APCI).		
1.3	The API source tube lens must have selectable offset voltage to balance desolvation and fragmentation in order to maximize sensitivity.		

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
1.4	The API source must have an automatic tuning program that optimizes all ion focusing voltages.		
1.5	The API source must incorporate a safety interlock switch to shut off voltages when probe is removed from source housing.		
1.6	Changing of the source shall be easily possible without breaking the vacuum.		
I	**SOFTWARE REQUIREMENT**		
1.1	Must be user friendly and allow multi-tasking of pre and post run analysis.		
1.2	Must utilize a menu-driven user interface for total control of the entire system		
1.3	Must include an on-screen detailed help facility.		
1.4	Must permit instant switching between application program packages.		

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
1.5	The software must provide a comprehensive diagnostics utility including system status, all tuning source parameters.		
1.6	The software must have a comprehensive reporting system whereby custom reports may be generated using a Windows-based program such as Excel, Word or PDF. The relevant reporting software program(s) must be included in the offer.		
1.7	The libraries must include at least 2000 analytes of forensic interest. To mandatorily submit library details including certified reference spectra of the analytes.		
1.8	Identify Compounds using MS/MS Libraries.		
1.9	Determine elemental composition with full isotopic pattern and MS/MS data.		
1.10	Automatically search spectra against ChemSpider and other online chemical databases.		
1.11	ChemSpider Subscription Licence of at least five years to be included in the offer.		

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
1.12	Similarity search for compound identification.		
1.13	Search databases including online databases for potential candidates.		
1.14	Automated structure proposal for fragment model.		
1.15	Identification of Isomeric and isobaric Species.		
1.16	Unknown compound structure annotation.		
1.17	Identification of unknown drug metabolite including structurally related designer drugs.		
1.18	Facility for the user to create own reference libraries.		
1.19	Must include the automatic storing of all data acquisition (methods) and tuning parameters for each data acquisition file. Above-mentioned parameters must be non-editable.		
1.20	Metabolite prediction model for both phase I and phase II metabolites.		

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
1.21	Statistical Packages should be included with the following: Principal component analysis T-Test Anova Differential analysis Discriminant analysis Charts and trendline		
1.22	Identification of statistical differences between sample sets.		
1.23	The library search program must provide different searching capabilities such as for Purity, Fit, Reverse–Fit, Match Factor, Exact mass, Isotopic Profile and Fragment ion information.		
1.24	Complete service and user manual sets (1 hard copy and 2 soft copies) and original software DVD-ROMs for all software must be included with licence keys.		

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
1.25	The system should cater for interfacing with laboratory information management system (LIMS).		
1.26	Creation of pathways for backup of data (configuration with current LIMS system). Compatibility must include: Raw data files must be able to be transferred without manipulation or modification between the two data systems by LAN.		
J	**NITROGEN GENERATOR**		
	Nitrogen generator with built–in compressor capable of providing nitrogen gas of high purity (≥ 99.99 %), pressure and flow rate required by the detector. The compressor shall be noise-free. One complete set of spare parts for the generator to be quoted separately from the main offer.		

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
K	**UNINTERRUPTIBLE POWER SUPPLY (UPS):**		
	10 kVA online UPS with minimum 15 minutes backup.		
L	**MINIMUM INSTRUMENT CONTROLLER PC CONFIGURATION**		
	PC Should be of the latest configuration at the time of delivery with the following minimum specifications: (i) Processor should at least core i7 or latest. (ii) The random access memory (RAM) must have a capacity of at least 64 GB. (iii) 1 SSD hard drive with 512 GB capacity to host operating system and application software. (iv) 2 HDD hard drives with at least 4TB capacity each for storing data.		

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
	(v) The data system must be equipped with DVD+/-RW device. (vi) The dual monitor must be at least 27" active TFT LCD screen (resolution of at least 1920x1080) or better and bidder to specify. (vii) Latest version of windows compatible with the software and instrument. (viii) Manuals, including specifications, for the data system, all hardware and components must be supplied. (ix) An industry-standard heavy duty Colour Laser printer should be provided. (x)Newest version of LC-MS/MS operating software must be supplied with licences and manuals. (xi)One standalone licence for Microsoft office (latest version).		

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
	(xii)One antivirus with 5 years licence. (xiii)Post Data Acquisition Terminal and processing Tools. All the drivers for the parts should be already preloaded with latest operating system and should be provided in original CD/DVD. Software in original copy to be supplied with license keys and codes for easy PC replacement in case of breakdown. The software should allow complete PC control of instrument and accessories and should be GLP compliant.		
M	**After sales service**		
1.1	It is required by the bidder to supply technical support immediately within working hours by an engineer/technician who has been trained on the equipment model or series once a breakdown has occurred. The CV for this person should be submitted.		

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
1.2	The bidder should demonstrate technical experience in the installation, maintenance and repair of at least 1 Liquid Chromatograph Tandem Mass Spectrometer. List of reference site and referees to be submitted.		
1.3	The bidder must supply a list of references, with contact information, which are currently using the suggested or closely related systems (specify models of systems).		
1.4	Bidder should have one trained engineer locally based with at least two years' experience in servicing both UHPLC/HPLC and Tandem Mass Spectrometers (CV and training records shall be submitted).		
1.5	One application chemist with knowledge and experience on method development in relevant Liquid Chromatography and Mass Spectrometry (CV and training records shall be submitted).		

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
1.6	One reference site locally or internationally where an LC-MS/MS system has been successfully installed (Bidder to specify).		
1.7	Instrument down-time must be minimised as far as possible and herewith the successful bidder commits to supporting the end user.		
1.8	Bidders should specify a maintenance contract (labour only) on a yearly renewable basis for 5 consecutive years after warranty, covering all instrument modules. The price of the Maintenance Contract should be quoted separately from the main offer, showing clearly the yearly quote over 5 year period. The maintenance contract shall include one preventive maintenance (PM) visit per year and all software updates required for the duration of the contract		
N	**Warranty**		
	One-year warranty on the entire system (whole system and accessories) including labour and spare parts as from date of commissioning.		

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
O	**Installation, training, maintenance and other services**		
1.1	The system must be completely installed and operational within 10 working days of delivery.		
1.2	The supplier shall install the equipment and carry out instrumental functionality tests before the instrument modules are shipped and after the equipment has been installed on-site.		
P	**Training**		
	User and maintenance training with regards to aspects related to the hardware, maintenance and software. Local training on the same model quoted for a period of at least 5 working days shall be provided at FSL premises which include: (a) Training by factory service engineer having experience and training on the equipment model/series on operation and instrument familiarization. The CV of the service engineer shall be submitted. A hands-on training shall be given after the installation of the instrument. (b) Training for using ESI and APCI methods. (c) Training on Manual Tuning, Instrument and Compound Optimization, Quantitative analysis of unknowns and using library search.		

	(d) At least 1 full day training on maintenance of instrument (routine maintenance procedures, minor repairs and troubleshooting). *Training by Application Specialist* (i) 5 days training (following installation and familiarisation) on method development, interpretation and reporting by an application specialist with proven track record of experience. The CV of the application specialist shall be submitted. (ii) 5 days training 6 months (after completion of first training) to address issues and take corrective measures. Detailed Training Plan shall be submitted by the bidder for all the training that will be conducted including at least the following: (i) Sample Preparation for the drugs listed in the above mentioned Acts & Regulations. (ii) Sample preparation in different complex biological matrices (iii)Compounds identification		

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
	(iv) Structural elucidation (v) Metabolite profiling (vi)Statistical analysis (vii)Identification of statistical difference between samples (viii)Interpretation of results & Reporting		
Q	**SPARE PARTS AND CONSUMABLES**		
	The bidder should include the following in the offer: - Solvents bottles (clear) capacity 1L - Solvents bottles (amber) capacity 1L - Solvent inlet Filters *LC-MS grade Solvents:* - Methanol - Acetonitrile - Isopropanol - Water -Column C-18 RP 100mmx2.1mmx2.6 µm with compatible holder (1 unit) and cartridges (minimum 3 units) - Vials, amber 1.5 ml snap cap (1000) - Calibration mix positive and negative (One box each) - Electrospray needle		

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
R	**Application**		
	Bidder shall submit documentary evidence showing applicability of the proposed equipment with respect to the following:		
1.1	Targeted and untargeted analysis of drug metabolites including synthetic drugs. At least two (2) published scientific papers based on metabolite profiling not earlier than 2017 for the latest generation of synthetic cannabinoids to be mandatorily submitted (5-F-ADB, FUB-AMB, MDMB-CHMICA).		
1.2	Quantification and multiplexing of analytes.		
1.3	Small molecules identification.		
1.4	Structural elucidation.		
1.5	In-silico fragmentation and metabolite profiling.		

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
1.6	Research and development in synthetic drug metabolite profiling.		
	Others **(a) Bidder to conduct a mandatory site visit in presence of representative from End-user, ESD, MPI, and Procurement Unit of the Ministry where the equipment is proposed to be installed prior to submission of bids in order to:** (i) Evaluate the environmental conditions and space required for the equipment and auxiliaries. (ii) Inform in case for any **additional** structural modifications, electrical works, gas line installation works need to be carried out for installation of the equipment and auxiliaries at FSL situated on the **second floor** of the National Laboratories Complex, Reduit. (b) Bidder to carry out **all additional works** (may include but not restricted to Electrical, Gas connections and Reticulations and Exhaust system required). Details and costs of all additional works required to be submitted.		

	(c) The distribution boards along with all switchgears, emergency switches, surge protection, RCD'S, ELCB'S for the proper and safe operation of the equipment should be considered. Bidder to provide schematic diagrams of electrical layout if required. Dedicated electrical panel to be installed if required. (d) The distribution boards along with all switchgears, emergency switches, surge protection, RCD'S, ELCB'S for the proper and safe operation of the machine should be considered. Bidder to provide schematic diagrams of electrical layout if required. Dedicated electrical panel to be installed if required. (e) Bidder to supply for a laboratory bench where the instrument will be placed to house LC, MS and PC with printer. (f) Any other requirement deemed important for the proper installation and operation of the instrument shall be included. (g) All clearance required prior to shipment shall be undertaken by the bidder to prevent delay in delivery.		

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)

S	Proficiency Testing		
	Prior to commissioning of the equipment the bidder will be requested to undergo blind proficiency on-site testing on the equipment. A number of unknown samples including synthetic Drugs will be provided to the bidder and the bidder will be requested to: (i) Ascertain all features requested in the technical specification sheet (ii) Identify all compounds present in the sample (iii) Carry out structural elucidation for true unknowns (iv) Provide metabolite profiling pathways for compounds identified		

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
	(v) Carry out statistical linkage between samples The results of analysis will be used as benchmark for commissioning of the equipment. Consumables and standards required for the Proficiency Testing should be borne by the Bidder and the Proficiency Testing should be completed within 5 days. **In case of non-successful detection and identification, and reporting of false positive, the FSL reserves the right not to commission the equipment and shall request the bidder to remove the equipment from FSL premises.**		

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Item No	Description of Goods & Technical Specification	Compliance of Technical Specifications	Details of non-compliance/deviation (if applicable)
T	**Optional**		
	Cost for instrument installation qualification (IQ) and operation qualification (OQ) with all required certified standard to be submitted separately.		
	A detailed list of spare parts with estimated cost for one time maintenance should be submitted separately.		

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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 Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

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

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

(d) "Day" means calendar day.

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

(f) "GCC" means the General Conditions of Contract.

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

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

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

(j) "SCC" means the Special Conditions of Contract.

(k) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by

the Supplier.

(l) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

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

2. Contract Documents

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

3. Fraud/ Corruption and Integrity Clause

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

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

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[7];

(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[8];

[7] "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.

[8] "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[9] 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[10];

(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.

[9] "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.
[10] "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 Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

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

4.5 Non-waiver

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

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

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity

or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

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

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

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

6. Joint Venture, Consortium or Association

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

7. Eligibility

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

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

8. Notices

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

8.2 A notice shall be effective when delivered or on the notice’s

effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Mauritius, unless otherwise specified in the **SCC.**

10. Settlement of Disputes

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

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

10.3 Notwithstanding any reference to arbitration herein,

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

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

11. Inspections and Audit

11.1 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Public Body and/or persons appointed by the Public Body to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Public Body if requested by the Public Body. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Public Body's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract

termination.

12. Scope of Supply

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

13. Delivery and Documents

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

14. Supplier's Responsibilities

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

15. Contract Price

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

16. Terms of Payment

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

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

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

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

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

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

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the

SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

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

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

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

18. Performance Security

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

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

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

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

19. Copyright

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

the copyright in such materials shall remain vested in such third party

20. Confidential Information

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

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

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

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

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

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

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

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

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

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or 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 Purchaser, by giving a notice of such disclaimer to the Purchaser.

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

23. Packing and Documents

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

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special

requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser.

24. Insurance

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

25. Transportation

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

26. Inspections and Tests

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

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

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

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

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of

such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

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

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

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

27. Liquidated Damages

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

28. Warranty

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

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

conditions prevailing in Mauritius.

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

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

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

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

29. Patent Indemnity

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

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

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

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be

reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

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

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

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

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

(b) the aggregate liability of the Supplier to the Purchaser,

whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

31. Change in Laws and Regulations

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

32. Force Majeure

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

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

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

33. Change Orders and Contract

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within

Amendments

the general scope of the Contract in any one or more of the following:

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

(b) the method of shipment or packing;

(c) the place of delivery; and

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

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

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

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

34. Extensions of Time

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

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier

liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

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

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

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

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

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

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall

specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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

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

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

36. Assignment

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

37. Export Restriction

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

Section 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.

[The Purchaser shall select/insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

GCC 1.1(h)	The Purchaser is: **Forensic Science Laboratory, The Permanent Secretary, Prime Minister's Office, (Rodrigues, Outer Islands and Territorial Integrity Division)**
GCC 1.1 (m)	The Project Site Final Destination is: **Forensic Science Laboratory, 2nd Floor, National Laboratories Complex, Reduit**
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms 2010.
GCC 8.1	For **notices**, the Purchaser's address shall be: Attention: **Mrs G.M.Madhub Dassyne**, **Director, Forensic Science Laboratory** Street: **National Laboratories Complex** Floor/ Room number*:* **2nd Floor** City**: Reduit** Country: **Mauritius** Telephone: **466 1278** Facsimile number: **466 9412** Electronic mail address*:* **gmadhub-dassyne@govmu.org**
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: ***Contracts with foreign Supplier and Supplier national of Mauritius:*** In the case of a dispute between the Purchaser and a Supplier who is a national of Mauritius, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Mauritius.

GCC 13.1	Details of Shipping and other Documents to be furnished by Suppliers are: ***Sample provision – Not Applicable*** ***(a) For Goods supplied from overseas on CIF/CIP terms the (Purchaser as consignee):*** Upon shipment, the Supplier shall notify the Purchaser 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 Purchaser 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 Purchaser, with a copy to the insurance company: (i) one originals and two copies of the Supplier's invoice, showing Purchaser as 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; (ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Purchaser as *[enter correct name of Purchaser for customs purposes]* 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 air waybill marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements; (iii) four copies of the packing list identifying contents of each package; (iv) copy of the Insurance Certificate, showing the Purchaser as the beneficiary; (v) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied; (vi) one original of the Supplier's Certificate of Origin covering all items supplied; (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies

	(where inspection is required); (viii) any other procurement-specific documents required for delivery/payment purposes. The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. ***(b) For Goods from local suppliers (already imported on the basis of delivery to warehouse-DDP):*** Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser: (i) one original and two copies of the Supplier's invoice, showing Purchaser, 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; (ii) two copies of the packing list identifying contents of each package; (iii) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied; (iv) one original of the Supplier's Certificate of Origin covering all items supplied; (v) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required) (vi) other procurement-specific documents required for delivery/payment purposes. **(c) For goods from local manufacturers – Not Applicable** 46.3.1.1 one original and two copies of the Supplier's invoice, showing Purchaser, the Procurement Reference number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; 46.3.1.2 two copies of the packing list identifying contents of each package; 46.3.1.3 original copy of the Certificate of Inspection furnished to

	furnished to manufacture by the nominated inspection agency and two copies (where inspection is required), and 46.3.1.4 Other procurement-specific documents required for delivery/payment purposes.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed *shall not* be adjustable. If prices are adjustable, the method described in the Price Adjustment Formula as attachment to these SCC shall be used.
GCC 16.1	***[Sample provision] – Not Applicable*** The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **(a) Payment for Goods supplied from overseas supplier on CIP/CIF basis (the purchaser as consignee):** Payment of foreign currency portion shall be made in *[insert: **currency of the Contract Price**]* in the following manner: (i) **On Shipment:** 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 Purchaser are for the account of the Purchaser. 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. (ii) **On Acceptance:** 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 Purchaser'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 Purchaser. Payment of local currency portion shall be made in Mauritian Rupees within thirty (30) days of presentation of an invoice (showing Purchaser'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 Purchaser. **(b) Payment for Goods and Services supplied from local suppliers (goods already imported) on the basis of DDP:** Payment for Goods and Services supplied from local suppliers shall be made in Mauritian Rupees, as follows: (i) **On Acceptance: 95% 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 Purchaser'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 Purchaser. The remaining **5%** shall be released after warranty period subject to the equipment being in working order to the satisfaction of the purchaser. **(c) Payment for goods from local Manufacturer:** Payment for Goods and Services supplied from local manufacturers shall be made in Mauritian Rupees as follows: (i) **On Acceptance: 95% 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 Purchaser'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 Purchaser.
GCC 16.4 (b)	Local Suppliers shall be paid in Mauritian Rupees only.
GCC 16.5	Interest shall be payable immediately after the due date for payment. The interest rate shall be the legal rate.
GCC 18.1	A Performance Security ***shall be required.*** **The amount of the Performance Security shall be: 10% of the total Contract Price awarded.**
GCC 18.3	The Performance Security shall be denominated in **Mauritian Rupees being a Commercial Bank of Mauritius.**
GCC 18.4	Discharge of the Performance Security shall take place: **28 days after warranty period.**

GCC 23.2	The packing, marking and documentation within and outside the packages shall be: *Not Applicable*
GCC 24.1	The insurance coverage shall be as specified in the Incoterms *2010* If not in accordance with Incoterms, insurance shall be as follows: **Not Applicable.**
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: ***"The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Mauritius, defined as the Project Site. Transport to such place of destination in Mauritius, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)***
GCC 26.1	The inspections and tests shall be: **shall be carried by the Supplier in presence of the user department.**
GCC 26.2	The Inspections and tests shall be conducted at: **The Forensic Science Laboratory, Reduit**
GCC 27.1	**Liquidated damages for undelivered goods shall be charged at the rate of 1% of the contract price per week of delay chargeable on any sum due or become due to the contractor. The maximum amount of liquidated damages for the whole contract shall be 10% of the final contract price.** **In addition, the Department may make alternative arrangements for procurement of this/these goods and will claim any excess expenses from your company.**
GCC 27.1	The maximum amount of liquidated damages shall be: ***10 %***
GCC 28.3	The period of validity of the Warranty shall be: ***1 year.*** For purposes of the Warranty, the place(s) of final destination(s) shall be: **Forensic Science Laboratory, National Laboratories Complex, Reduit**
GCC 28.5	The period for repair or replacement shall be: **As specified in bid document.**

Others Conditions	Prices quoted should be inclusive of all duties, applicable taxes and deliveries charges.
	Bidders must submit original catalogues of the items proposed and clearly highlight the make, model, country of origin proposed therein, for evaluation purposes.
	Please note that VAT is payable to only Vat registered companies/persons. **Bidders must therefore clearly indicate whether they are Vat registered (Copy of VAT Registration Certificate to be submitted) or not.**
	A site visit, scheduled for 10th January 2020 at 10.30 hours should be made before bidding. For the site visit please liaise with Mrs. Nella Pemsing on 466 1239/4663112.

Attachment: Price Adjustment Formula

If in accordance with GCC 15.2, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

15.2 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0}\right] - P_0$$

$$a+b+c = 1$$

in which:

P_1	=	adjustment amount payable to the Supplier.
P_0	=	Contract Price (base price).
a	=	fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
b	=	estimated percentage of labor component in the Contract Price.
c	=	estimated percentage of material component in the Contract Price.
L_0, L_1	=	labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
M_0, M_1	=	material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a, b, and c as specified by the Purchaser are as follows:

a = *[insert value of coefficient]*
b= *[insert value of coefficient]*
c= *[insert value of coefficient]*

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = *[insert number of weeks]* weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

(a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

(b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.

(c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

Section VIII. Contract Forms

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1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

   (a) This Contract Agreement

   (b) Special Conditions of Contract

   (c) General Conditions of Contract

   (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)

   (e) The Supplier's Bid and original Price Schedules

   (f) The Purchaser's Notification of Award

   (g) *[Add here any other document(s)]*

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

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

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

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

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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

2. Performance Security

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

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

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

Beneficiary: *[insert complete name of Purchaser]*

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s[11]) 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]*,[12] and any demand for payment under it must be received by us at this office on or before that date.

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

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

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

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

3. Bank Guarantee for Advance Payment

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

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

[bank's letterhead]

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

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

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

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

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

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

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

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

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

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

_____

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

Invitation for Bids (IFB) (for international bidding)

Republic of Mauritius

*[insert: **name of Project**]*

*[insert: **loan / credit number**]*

*[insert: **IFB Title**]*

*[insert: **IFB Number**]*

1. This Invitation for Bids follows the General Procurement Notice for this Project that appeared in *Development Business*, issue no. *[insert number]* of *[insert date]*.[1]

2. The *[insert name of Purchaser] [has received/has applied for/intends to apply for]* a *[loan/credit]* from the *[International Bank for Reconstruction and Development/International Development Association]* toward the cost of *[insert name of Project]*, and it intends to apply part of the proceeds of this *[loan/credit]* to payments under the Contract for *[insert name/no. of Contract]*.[2]

3. The *[insert name of Implementing Agency]* now invites sealed bids from eligible and qualified bidders for *[insert brief description of the Goods to be procured]*.[3, 4]

4. Bidding will be conducted through the Open International Bidding (OIB) procedures and is open to all bidders from Eligible Source Countries as defined in the Bidding Document.[5]

5. Interested eligible bidders may obtain further information from *[insert name of Agency; insert name and e-mail of officer in charge]* and inspect the Bidding Documents at the address given below *[state address at end of this IFB]* from *[insert office hours]*.[6]

6. Qualifications requirements include: *[insert a list of technical, financial, legal and other requirements]*. A margin of preference for certain goods manufactured domestically *[insert "shall" or "shall not", as appropriate]* be applied. Additional details are provided in the Bidding Documents.

7. A complete set of Bidding Documents in *[insert name of language]* may be purchased by interested bidders on the submission of a written application to the address below *[state address at the end of this ITB]* and upon payment of a non refundable fee[7] *[insert amount in local currency]* or in *[insert amount in specified convertible currency]*. The method of payment will be *[insert method of payment]*.[8] The Bidding Documents will be sent by *[insert delivery procedure]*.[9]

8. Bids must be delivered to *[state address at the end of this ITB]* at or before *[insert time and date]*. Electronic bidding will *[will not]* be permitted. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend in person or on-line at *[state address at end of this ITB]* at *[insert time and date]*. All bids must be accompanied by a *[insert "Bid Security" or "Bid-Securing Declaration," as appropriate]* of

[insert amount in local currency or minimum percentage of bid price in case of a Bid Security] or an equivalent amount in a freely convertible currency.[10, 11]

9. The address(es) referred to above is(are): *[insert detailed address(es) including Name of the Implementing Agency, Office designation (room number), name of Officer, Street address, City, Country; insert electronic address if electronic bidding is permitted].*

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1. *Day, month, year; for example, 31 January 1996.*
2. *[Insert if applicable: "This contract will be jointly financed by [insert name of cofinancing agency].*
3. *A brief description of the type(s) of Goods or Works should be provided, including quantities, location of Project, and other information necessary to enable potential bidders to decide whether or not to respond to the Invitation. Bidding Documents may require bidders to have specific experience or capabilities; such requirements should also be included in this paragraph.*
4. *[Insert: "the delivery/construction period is [insert no. of days/months/years or dates"].*
5. *Occasionally, contracts may be financed out of special funds that would further restrict eligibility to a particular group of member countries. When this is the case, it should be mentioned in this paragraph. Also indicate any margin of preference that may be granted as specified in the Loan or Credit Agreement and set forth in the Bidding Documents.*
6. *For example, 09.00AM to 5.00 PM.*
7. *The fee, should defray the printing and mailing/shipping costs); it should not deter competition.*
8. *For example, cashier's check, direct deposit to specified account number.*
9. *The delivery procedure is usually airmail for overseas delivery and surface mail or courier for local delivery, or by electronic means if electronic bidding is permitted. If urgency or security dictates, courier services may be required for overseas delivery.*
10. *The amount of Bid Security should be stated as a fixed amount or as a minimum percentage of the Bid Price. Alternatively, if a Bid Security or a Bid-Securing Declaration is not required (often the case in supply contracts), the paragraph should so state.*
11. *The office for Bid Opening may not necessarily be the same as that for inspection or issuance of documents or for Bid Submission. If they differ, each address must appear at the end of paragraph 7 and be numbered; as, for example, (1), (2), (3). The text in the paragraph would then refer to address (1), (2), etc. Only one office and its address may be specified for submission of bids, and this location should be as close as possible to the place where bids will be opened to shorten the time between Bid Submission and Bid Opening.*