

# GLOBAL TENDER ENQUIRY DOCUMENT

FOR PURCHASE OF MEDICAL EQUIPMENT

FOR & ON BEHALF OF

**Ministry of Health and Wellness,  
Republic of Mauritius, Mauritius**

**On E-Tender Basis**

HSCC/PUR/Mauritius/National Cancer Hospital Equipment/2022/03 Dated 25.04.2023



**HSCC (INDIA) LTD**

**(A GOVERNMENT OF INDIA ENTERPRISE)**

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

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**SECTION- I****NOTICE INVITING TENDERS (NIT)**  
For GLOBAL TENDER ENQUIRY DOCUMENT**HSCC (INDIA) LTD****(A GOVERNMENT OF INDIA ENTERPRISE)**

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

**PHONE: +91-120-2540153****FAX: +91-120-2542447****URL: www.hsccltd.co.in****Ministry of Health and Quality of Life,  
Republic of Mauritius, Mauritius****Tender Enquiry No.: HSCC/PUR/Mauritius/National Cancer Hospital Eqpt./2022/03 Dated 25.04.2023**

Senior Chief Executive, Ministry of Health & Wellness, Republic of Mauritius through their Project Management Consultant (PMC) HSCC (India) Ltd Govt. of India invites **On-line bids** from eligible bidders, in single stage two bid system for supply, installation, testing, commissioning & handing-over of **Medical Equipment for National Cancer Hospital, Mauritius:**

NAME OF EQUIPMENT	Qty.	EMD (MUR )	EMD (INR)	EMD (US \$ )
<b>I</b>	<b>Nuclear Medicine</b>			
1.	<b>HDR Brachytherapy System</b>	1	1,200,000.00	2,187,292.00
				26,680.00

The bidders are required to be registered at HSCC e-tender portal <https://hsccltd.com>. Please log on to <https://hsccltd.com> only for downloading bid document and for participation through **E-tendering basis**. For submission and other details please refer HSCC e-tender portal <https://hsccltd.com>. For submission of the bids, the bidders are required to have Type-II Digital Signature Certificate (DSC) from the authorized Certifying Authorities.

Complete set of Bid Documents has been made available at E-Tender portal <https://hsccltd.com>, , CPPP Portal for downloading from **25.04.2023 to 25.05.2023**. Prospective bidders are advised to regularly scan through HSCC E-tender portal <https://hsccltd.com> and [www.hsccltd.com](http://www.hsccltd.com) as corrigendum/modification/amendments, if any, will be notified on this portal only and no separate advertisement will be made for this.

**(2) Tender Enquiry No.: HSCC/PUR/Mauritius/National Cancer Hospital Eqpt./2022/03 Dated 25.04.2023**

Sl. No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	25.04.2023 to 25.05.2023 10.00 hrs to 1400 hrs IST
ii.	Place of sale of Tender Enquiry Documents	HSCC (India) Ltd, Plot No. 6-A, Block-E, Sector-1, Noida (U.P)-201301, India.

Sl. No.	Description	Schedule
iii.	Pre Tender Meeting Date & Time	09.05.2023, 14.00 hrs. IST (Indian Standard Times)
iv.	Pre Tender Meeting Venue	<b>Pre Bid Meeting Date &amp; Time to be held through video conferencing as mentioned below link-</b> <a href="https://meet.google.com/cji-izth-wkx">https://meet.google.com/cji-izth-wkx</a>
v.	Closing date & time for receipt of Tender	25.05.2023, 1430 hrs IST
vi.	Time and date of opening of Techno – Commercial tenders	25.05.2023, 1500 hrs IST
vii.	Venue of Opening of Techno Commercial Tender	Same as 2 (ii)

**LINK OF VIDEO CONFERENCING: PRE BID MEETING**

<https://meet.google.com/cji-izth-wkx>

2. Interested tenderers may obtain further information about this requirement from this office inviting the tenders.

3. The prospective bidders who have not registered can register with E-procurement system of NIC by paying necessary registration charges. The bidders may prepare a banker cheque/Draft in favour of HSCC (India) Ltd. Office at Noida, payable at Noida/Delhi and deposit it. In order to submit the bids electronically bidders are required to have type-II Digital Signature Certificate. Digital Signature can be obtained from any of the certifying agency.

**The tenderer shall submit all the necessary documents and in physical form (with respect to few documents as mentioned in the SIT) in parts/covers as mentioned below:**

**Part-I In Original Offline (In separate Envelope) & its scanned Copy Online**

- (i) Tender Fee and EMD
- (ii) Affidavit as per Section XIX
- (iii) Technical compliance for the quoted goods vis-à-vis the Technical specifications and with all related brochures/catalogues in the tender enquiry, technical bid.

**(NOTE : Submit : “Compliance report should be in a tabulated and point wise manner clearly highlighting the parameters in technical literature/data sheets /brochure/ Certificates.)**

**Part-II Online**

- (i) Scanned copy of Tender Fee and EMD
- (ii) Power of Attorney
- (iii) Tender Form as per section X.
- (iv) Manufacturers Authorization Form
- (v) Affidavit as per Section XIX
- (vi) Proforma A

- (vii) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- (viii) Technical compliance for the quoted goods vis-à-vis the Technical specifications  
**(NOTE : Submit : "Compliance report should be in a tabulated and point wise manner clearly highlighting the parameters in technical literature/data sheets /brochure/ Certificates.)**
- (viii) Name, address and details of account with respect to bidder and/or beneficiary of L/C. Copy of PAN. Certificate of Incorporation/Declaration being a proprietary firm.
- (x) Audited Annual report of last 3 completed financial years (Balance sheet and Profit & Loss Account). Certificate of Regn. Issued by Directorate of Industries/NSIC, if SSI unit.
- (xi) Quality Control Requirements as per Section VIII

Price Bid (Only online).

- Price Schedule
- CMC Price Schedule
- Turnkey Price Schedule

4. All prospective tenderers may attend the Pre Tender meeting. For all the above tender IDs, Pre-bid meeting shall be held as mentioned above.

5. To participate in the submission against the tender, it is mandatory for the Applicants to get digital signature and get themselves registered with e-tendering system.

6. Complete set of Bid Documents has been made available at E-Tender portal <https://hsccltd.com>, [www.hsccltd.com](https://hsccltd.com), [health.govmu.org](https://hsccltd.com) for downloading. Tenderer may download the tender enquiry documents from the website and submit its tender online after logging in to their user ID. The bidders are required to be registered at HSCC e-tender portal <https://hsccltd.com>. Please log on to <https://hsccltd.com> only for uploading its tender on-line for participation through **E-Tendering basis**. For submission and other details, please refer HSCC e-tender portal <https://hsccltd.com>.

7. Tenderers shall ensure that their tenders, complete in all respects, are submitted online and desired hard copies in original dropped in the Tender Box located at **HSCC (India) Ltd., E-6A, Sector-1, Noida, U.P.-201301, India** on or before the closing date and time indicated above, failing which the tenders will be treated as late and rejected.

8. In the event of any of the above mentioned dates being declared as a holiday /closed day for the purchase organisation, the physical form of tenders will be received/opened on the next working day at the appointed time. Bidders are requested to regularly visit website <https://hsccltd.com> & [www.hsccltd.com](https://hsccltd.com) for corrigendum/amendments etc., if any, as these there no separate advertisement for them.

9. Purchaser/HSCC reserves the right to annul the tendering process at any stage without assigning any reason thereof. Further, Client has the right to omit any one or all of the equipment.

10. Please note that CMC for 8 Years to be quoted for all Equipments after completion of 2 year Warranty period of all equipments shall prevail irrespective of any time limits mentioned elsewhere in the Tender document.

**Senior Chief Executive,  
Ministry of Health & Wellness,  
Republic of Mauritius**

**SECTION - II****GENERAL INSTRUCTIONS TO TENDERERS (GIT)  
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## GENERAL INSTRUCTIONS TO TENDERERS (GIT)

### A. PREAMBLE

#### 1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

- (i) "Purchaser" means the organization purchasing goods and services as incorporated in the Tender Enquiry document, i.e. Senior Chief Executive, Ministry of Health & Wellness, Republic of Mauritius
- (ii) "Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) "Tenderer" means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender.
- (iii) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
- (iv) "Goods" means the instruments, machinery, equipment, medical equipment, etc. which the supplier is required to supply to the purchaser under the contract.
- (v) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vi) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vii) "Contract" means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (ix) "Consignee" means Head, Cancer Hospital Solferino,, Solferino,, Mauritius/person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (x) "Specification" means the document/standard that prescribes the requirement with which goods and service has to conform.
- (xi) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xii) "Day" means calendar day.

1.3 Abbreviations:

- (i) "TE Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIT" means General Instructions to Tenderers

- (iv) "SIT" means Special Instructions to Tenderers
- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract
- (vii) "LC" means Letter of Credit
- (viii) "DP" means Delivery Period
- (ix) "BG" means Bank Guarantee
- (x) "CD" means Custom Duty
- (xi) "VAT" means Value Added Tax
- (xii) "CST" means Central Sales Tax
- (xiii) "FOB" means Free on Board
- (xiv) "FCA" means Free Carrier
- (xv) "CIF" means Cost, Insurance and Freight
- (xvi) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xvii) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- (xviii) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xix) "MUR" means Mauritius Rupees

## **2. Introduction**

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – VI – "List of Requirements", which also indicates, *inter alia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - "General Instruction Tenderers") provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 2.4 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

## **3. Availability of Funds**

- 3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

## **4. Language of Tender**

- 4.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is

accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

- 4.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

## **5. Eligible Tenderers**

- 5.1 This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents.

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

- 6.1 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

## **7. Tendering Expense**

- 7.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

## **B. TENDER ENQUIRY DOCUMENTS**

### **8. Content of Tender Enquiry Documents**

- 8.1 In addition to Section I – "Notice inviting Tender" (NIT), the TE documents include:

- Section II – General Instructions to Tenderers (GIT)
- Section III – Special Instructions to Tenderers (SIT)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements
- Section VII – Technical Specifications
- Section VIII – Quality Control Requirements
- Section IX – Qualification Criteria
- Section X – Tender Form
- Section XI – Price Schedules
- Section XII – Questionnaire
- Section XIII – Bank Guarantee Form for EMD
- Section XIV – Manufacturer's Authorisation Form
- Section XV – Bank Guarantee Form for Performance Security/CMC Security
- Section XVI – Contract Forms A & B
- Section XVII – Proforma of Consignee Receipt Certificate
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Affidavit
- Section XX – Check List
- Section XXI – Consignee

8.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine all such details etc to proceed further.

**9. Amendments to TE documents**

9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

9.2 Such an amendment will be notified in the referred website only.

9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

**10. Clarification of TE documents**

10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser **in writing on or before the due date of pre-bid meeting**. No queries will be entertained later on. The purchaser will respond in writing to such request as per the schedule.

## **C. PREPARATION OF TENDERS**

**11. Documents Comprising the Tender**

11.1 The bids shall be submitted online and in physical form in three parts/covers as mentioned below:

(i) Tender Fee, EMD, Pre-qualification as per Tender Terms and referred in checklist at section XIX and as mentioned in para A below.

(ii) Technical Bid

(iii) Price Bid (Only online).

Tenderers are requested not to submit the hard copy of Price Bid along with the physical form of tender. In case the hard copy of price bid is submitted in physical form, the tender shall be straightway rejected. Also, uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender.

**A) Techno – Commercial Tender (Un priced Tender)**

i) Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.

ii) Tender Form as per Section X (without indicating any prices).

iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.

iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form **(for all Items except for Items 59 & 60)**

- v) Power of Attorney in favour of signatory of TE documents.
- vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate/Installation Reports.
- viii) Certificate of Incorporation in the country of origin.

## **B) Price Tender:**

1. Prices are to be quoted in the attached Price Bid format online as per the directions on the official website.

2. The price should be quoted for the accounting unit indicated on the website.

The bidder shall not submit hard copy of financial bid otherwise his tender shall be straightway rejected. Also, uploading the price bid in prequalification bid or technical bid will result in rejection of the tender.

### **Note:**

It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

- 11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages
- 11.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

## **12. Tender currencies**

- 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in MUR.
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP, CHF or Yen. Commission for Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in MUR.
- 12.3 Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

## **13 Tender Prices**

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as "NA" by the tenderer.

- 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 The quoted prices for goods offered from within Mauritius and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI. Bidders must quote the prevailing taxes and duties as applicable.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 For domestic goods or goods of foreign origin located within Mauritius, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like GST/Applicable Tax, Custom Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
  - b) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
  - c) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
  - d) the prices of Turnkey ( if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
  - e) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
  - b) the price of goods quoted CIP (name port of destination) as indicated in the List of Requirements, Price Schedule and Consignee List;
  - c) the charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
  - d) the charges for Incidental Services, as in the List of Requirements and Price Schedule;
  - e) the prices of Turnkey ( if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
  - f) the Total tender price of goods quoted CIP basis at consignee site in Mauritius as indicated in the List of Requirements, Price Schedule and Consignee + Insurance + Local Transportation & Storage + quoted custom duty
  - g) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

**13.5 Additional information and instruction on Duties and Taxes:**

13.5.1 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

**14. Agent**

14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Agent's commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:

- a) The complete name and address of the Agent.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
- d) Copy of the agreement between Agent & their principal detailing the scope of work/services during warranty & after sales periods.

**15. Firm Price**

15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

**16. Alternative Tenders**

16.1 Alternative Tenders are not permitted.

16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.

**17 Documents Establishing Tenderer's Eligibility and Qualifications**

17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:

- a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document except for Items 59 & 60)
- b) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
- c) in case the tenderer is not doing business in Mauritius, it is duly represented by an agent stationed in Mauritius fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast

moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

**18. Documents establishing Good's Conformity to TE document.**

- 18.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 18.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

**19. Earnest Money Deposit (EMD)**

- 19.1 Pursuant to GIT clauses 8.1 and 11.1 the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The earnest money shall be denominated in Indian Rupees/MUR/US \$ as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
  - ii) Banker's cheque and
  - iii) Bank Guarantee
  - iv) FDR
- 19.3 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the "**HSCC (India) Ltd**" payable at New Delhi/Noida. In case of bank guarantee, the same is to be provided from any commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.
- 19.4 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for 165 days from the **original last date** for submission of the tender/bid.
- 19.5 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.6 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to



notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

- 19.7 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

## **20. Tender Validity**

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.
- 20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

## **21. Signing and Sealing of Tender**

- 21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.
- 21.2 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 21.3 The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

## **D. SUBMISSION OF TENDERS**

### **22. Submission of Tenders**

- 22.1 The tender shall be submitted online and in physical form (except price bid) in three parts/covers as mentioned below:
- (i) Tender Fee and EMD (Both online and physical)
  - (ii) Pre-qualification and Technical compliance as per following documents (Online submissions for all the documents and physical submission only for affidavit as per point i) below and original Technical brochures/catalogues against point j):

- a) Manufacturer's authorization (for all schedule except for Items 59 & 60) in case bid is submitted by an agent (A declaration must be attached here in case quoted by an agent).
- b) Tender Form as per section X.
- c) Certificate of Incorporation/Declaration being a proprietary firm.
- d) Annual report of last 3 years (Balance sheet and Profit & Loss Account)
- e) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
- f) Quality Control Requirements as per Section VIII
- g) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- h) Affidavit as per Section XIX
- i) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications in the tender enquiry ( online and physical).

**(NOTE : Submit : "Compliance report should be in a tabulated and point wise manner clearly highlighting the parameters in technical literature/data sheets /brochure/ Certificates.)**

(iii) Price Bid (Only online).

Bidders are requested not to submit the hard copy of Price Bid along with the physical form of tender. Uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender.

Unless otherwise specified, the tenderers are to submit its tender online and deposit the physical form of tenders in the tender box kept for this purpose at **HSCC (India) Ltd., E-6A, Sector-1, Noida-201301, ((UP), India.**

22.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for physical submission of tender falls on /is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

### **23. Late Tender**

23.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.

### **24. Alteration and Withdrawal of Tender**

24.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

- 24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

## **E. TENDER OPENING**

### **25. Opening of Tenders**

- 25.1 The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the NIT.

In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

- 25.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.

The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

- 25.3 The **Techno - Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document.

## **F. SCRUTINY AND EVALUATION OF TENDERS**

### **26. Basic Principle**

- 26.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

### **27. Scrutiny of Tenders**

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- 27.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 27.4 **The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;**

- (i) Tender form as per Section IX (signed and stamped) not enclosed
- (ii) Tender is unsigned.
- (iii) Tender validity is shorter than the required period.
- (iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
- (vi) Tenderer has quoted for goods manufactured by other manufacturer(s) without enclosing the required Manufacturer's Authorisation Form as per Section XIV.
  - (vi) Tenderer has not agreed to give the required performance security.
  - (vii) Goods offered are not meeting the tender enquiry specification.
  - (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, delivery, dispute resolution mechanism applicable law.
  - (ix) Poor/ unsatisfactory past performance.
  - (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
  - (xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
  - (xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.

**27.5 The following are some of the important aspects, for which a tender shall be declared nonresponsive during the evaluation and will be ignored;**

- (i) The bidder has submitted hard copy of financial bid (only online submission price bids are allowed).
- (ii) Tender validity is shorter than the required period.
- (iii) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
- (iv) Tenderer has quoted for goods manufactured by other manufacturer(s) without enclosing the required Manufacturer's Authorisation Form (for all Items except Low Value Items 59 & 60) as per Section XIV.
- (v) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V - "Special Conditions of Contract", for due performance of the contract.
- (vi) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, delivery, dispute resolution mechanism applicable law.
- (vii) Poor/ unsatisfactory past performance.
- (viii) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (ix) Tenderer is not eligible as per GIT Clauses 5 & 17.1.
- (x) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
- (xi) Tenderer has not agreed for the delivery terms and delivery schedule.

**28. Minor Infirmary/Irregularity/Non-Conformity**

- 28.1 If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

## **29 Discrepancies in Prices**

- 29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

## **30. Discrepancy between original and copies of Tender**

- 30.1 In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the purchaser will convey its observation suitably to the tenderer by register/speed post/e-mail and, if the tenderer does not accept the purchaser's observation, that tender will be liable to be ignored.

**31. As an AI language model, I cannot provide personal opinions or biases, but I can provide information and facts related to the topic.**

**The turnkey cost construction of a LINAC (Linear accelerator) in Mauritius as compared to India would depend on various factors such as labor costs, material costs, equipment costs, and project management costs, among others.**

**Mauritius is a small island nation in the Indian Ocean, and its economy is heavily dependent on tourism and financial services. The cost of labor in Mauritius is higher than in India, which could increase the overall turnkey cost of construction. Additionally, Mauritius may have to import some of the materials and equipment required for the construction, which could also add to the cost.**

**On the other hand, India has a vast pool of skilled labor and abundant natural resources, which could lower the overall cost of construction. Moreover, India has a thriving healthcare industry and a large number of LINAC manufacturers, which could further lower the cost of equipment and materials. Criteria**

- 31.1 Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non - responsive and will not be considered further.

## **32. Conversion of tender currencies to Mauritius Rupees**

- 32.1 In case the TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Mauritius Rupees for the purpose of equitable comparison and

evaluation, as per the exchange rates for similar transactions, as on the date of '**Techno-commercial Tender**' opening.

**33. Equipment-wise Evaluation**

- 33.1 The tenders will be evaluated and compared separately for each equipment. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender.

**34. Comparison of Tenders**

- 34.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery on CIP basis + Insurance + Local Transportation & Storage at Consignee site basis, inclusive of applicable taxes, duties, incidental services. The quoted Turnkey prices (if applicable) and CMC prices will also be added for comparison/ranking purpose for evaluation.

**35. Additional Factors and Parameters for Evaluation & Ranking of Responsive Tenders**

- 35.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:
- i) Government of Mauritius exempts payment of VAT, Legal Taxes, Levies etc.
  - ii) Government of Mauritius shall provide exemption of Custom Duties and other fees payable to Custom officials.
- 35.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

**36. Tenderer's capability to perform the contract**

- 36.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
- 36.2 The above-mentioned determination will, inter alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

**37. Contacting the Purchaser**

- 37.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 37.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

## **G. AWARD OF CONTRACT**

### **38. Purchaser's Right to accept any tender and to reject any or all tenders**

38.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

### **39. Award Criteria**

39.1 Subject to GIT clause 38 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser in terms of GIT Clause 36.

### **40. Variation of Quantities at the Time of Award/ Currency of Contract**

40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to Fifty (50) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded of to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to Fifty (50) per cent, the quantity of goods and services mentioned in the contract (rounded of to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract after one year from the Date of Notification of Award.

Further, Purchaser reserves the rights to delete any of the tendered items without assigning any reason whatsoever. Purchaser as deemed fit, out of the total tendered quantity for the tendered items may place Notification of Award for the quantity as per the requirements and may defer the balance quantity of the item(s) to be supplied later.

### **41. Notification of Award**

41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered/speed post/by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.

41.2 The Notification of Award shall constitute the conclusion of the Contract.

### **42. Issue of Contract**

42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

42.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post.

42.3 The Purchaser/Consignee reserves the right to issue the Notification of Award consignee wise.

**43. Non-receipt of Performance Security and Contract by the Purchaser/Consignee**

43.1 Failure of the successful tenderer in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it as per the clause 24 of GCC – Termination of default.

**44. Return of E M D**

44.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.6.

**45. Publication of Tender Result**

45.1 The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board/bulletin/web site of the purchaser.

**46. Corrupt or Fraudulent Practices**

46.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

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

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

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

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.



**SECTION - III**  
**SPECIAL INSTRUCTIONS TO TENDERERS**  
**(SIT)**

Sl. No.	GIT Clause No.	Topic	SIT Provision	Page No.
A	1 to 7	Preamble	No Change	26
B	8 to 10	TE documents	No Change	26
C	11 to 21	Preparation of Tenders	No Change	26
D	22 to 24	Submission of Tenders	No Change	26
E	25	Tender Opening	No Change	26
F	26 to 27	Scrutiny and Evaluation of Tenders	No Change	26
G	36 to 46	Award of Contract	No Change	26

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below: In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

**Submission of Tenders**

(i) All the necessary documents as prescribed in the NIT shall be prepared and scanned in different files (in PDF or JPEG format as prescribed) and uploaded for on-line submission of Proposal. However, physical documents as per NIT to be submitted in **“ORIGINAL”** to HSCC (India) Ltd. before the prescribed date & time for submission of physical tender restricted to the following documents only.

- a) Demand Draft towards Tender Fee in favour of HSCC (India) Ltd.
- b) EMD in the prescribed format in favour of HSCC (India) Ltd.
- c) Technical Data Sheet and original technical literature/ Brochure (if any)
- d) Affidavit as per Section XIX

(ii) All document(s)/ information(s) other than above including the Financial Proposal (i.e. **FORMAT FOR SUBMISSION OF PRICE BID/FINANCIAL PROPOSAL**) should be **uploaded online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.

(iii) The prospective bidders may scan the documents in low resolution (**75 to 100 DPI**) instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.

(iv) The prospective bidders may upload Drawing files, if any, in **“.dwf” format** so that the size of document is less. This is a generic format and all software supports this format.

(v) At the time of cover content creation, the prospective bidders would have to define the document type as **“.rar” format**.

(vi) The prospective bidders should be asked to zip all the .dwf files to a .rar file & upload it

**SECTION - IV**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**  
**TABLE OF CLAUSES**

<b>Sl No.</b>	<b>Topic</b>
1	Application
2	Use of contract documents and information
3	Patent Rights
4	Country of Origin
5	Performance Security
6	Technical Specifications and Standards
7	Packing and Marking
8	Inspection, Testing and Quality Control
9	Terms of Delivery
10	Transportation of Goods
11	Insurance
12	Spare parts
13	Incidental services
14	Distribution of Dispatch Documents for Clearance/Receipt of Goods
15	Warranty
16	Assignment
17	Sub Contracts
18	Modification of contract
19	Prices
20	Taxes and Duties
21	Terms and mode of Payment
22	Delay in the supplier's performance
23	Liquidated Damages
24	Termination for default
25	Termination for insolvency
26	Force Majeure
27	Termination for convenience
28	Governing language
29	Notices
30	Resolution of disputes
31	Applicable Law
32	With-holding & Lien
33	General/Miscellaneous Clauses

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. Application**

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, List of requirements under Section VI and Technical Specification under Section VII of this document.

All documents submitted physically or uploaded as scanned copies must be self-attested, legible and numbered.

### **2. Use of contract documents and information**

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.

- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

### **3. Patent Rights**

- 3.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trade marks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

### **4. Country of Origin**

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of Mauritius has trade relations.

- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

- 4.3 The country of origin may be specified in the Price Schedule

### **5. Performance Security**

- 5.1 Within fifteen (15) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations of 2 year, from the date of Notification of Award.

- 5.2 The Performance security shall be denominated in Mauritius Rupees or in the currency of the contract as detailed below:
- a) It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in Mauritius or Bank Guarantee issued by a Scheduled bank in Mauritius, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.
- 5.3 In the event of any failure /default of the supplier with or with out any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the 'Contract Form - B' in Section XVI with consignee, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub - clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Purchaser/consignee as per the format in Section XV.

## **6. Technical Specifications and Standards**

- 6.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections VII and VIII of this document.

### **Please ensure the following compliances are met for the Medical equipment:**

1. For Radiology equipment i.e. X-Ray, Ultrasound, MRI & CT-Scan etc.
  - a. Equipment should be DICOM (Digital Imaging and Communications in Medicine) enabled DICOM provides reliable protocols for integration of image data between imaging, non-imaging modalities, devices and systems.
  - b. Equipment complied with HL7 (Health Level Seven) standards
  - c. Capable to link with PACS & HMIS. Any Hardware/lock/software license required for interfacing with PACS & HMIS should be supplied with the equipment/device.

2. For Laboratory Equipment/device:

a. Equipment communicates in one of the following ways:

- A. TCP/IP
- B RS-232
- C. USB

Any type of cable/hardware/lock/software/license required for integration with HMIS system should be provided.

Please provide configuration parameters to connect with HMIS successfully.

b. Data accepted/send by the device/equipment should be readable as standard data Type in ANSI C/C++.

c. Comprehensive list of all data structures imported and exported by the device should be documented with examples.

d. API of equipment should be provided.

e. Technical interface specification should be provided.

Above standards are required for interfacing of equipment with PACS (Picture Archiving & Communication System) & HMIS (Hospital Management & Information System) during the computerization of the Hospital.

**7. Packing and Marking**

7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following-g with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity

- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address

## **8. Inspection, Testing and Quality Control**

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such pre-dispatch inspections, inspections and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.
- 8.9 Third Party Inspection to include only Physical & Relevant records Inspection of the Ordered Goods. However, Dispatch Clearance Certificate is issued without prejudice to the Purchaser's right to accept/reject the Ordered Goods after it's arrival at site/destination, if not found in

accordance with the Purchase Order during the installation and testing at site and during the performance guarantee period. This dispatch clearance certificate will not absolve manufacturer from his responsibility to ensure that the Ordered Goods supplied are totally in accordance with the Purchase Order/Notification of Award.

- 8.10. The stores (both Indian & Import origin goods) should be dispatched only after the equipment inspected by recognized/reputed agency like SGS, Lloyd, TUV & Bureau Veritas prior to dispatch at the supplier's cost and furnish necessary Certificate from the said agency in support of their claim.

**To enable HSCC to issue Dispatch Clearance Certificate, supplier/manufacturer is to furnish following documents:**

1. Copy of supplier's invoice showing contract number, goods description, quantity, unit price & total amount.
2. Country of Origin Certificate
3. Quality & Quantity Certificate
4. Packing List with Complete contents.
5. Internal Factory Inspection Report
6. Warranty Certificate
7. Inspection certificate for the dispatched equipments issued by recognized/reputed agency like SGS, Lloyd, TUV & Bureau Veritas, prior to dispatch.

All such Invoice/Documents/Certificates/Reports mentioned above shall be addressed as:

**Senior Chief Executive,  
Ministry of Health & Wellness,  
Republic of Mauritius,  
through HSCC (I) Ltd., Noida, UP, India.**

After scrutiny, if the documents found in order, **Dispatch Clearance Certificate** shall be issued to the supplier.

**No goods (both Indians & Import origin goods) shall be dispatched before issue of Dispatch Clearance Certificate by HSCC.**

## **9. Terms of Delivery**

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

## **10. Transportation of Goods**

- 10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named port of destination) terms; the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.

In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other airlines available for early delivery may be arranged.

**10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:**

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

**11. Insurance:**

**11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:**

- i) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- ii) in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

**12. Spare parts**

**12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:**

- a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
  - i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and



- ii) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

### **13. Incidental services**

13.1 Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services.

- i) Installation & commissioning, Supervision and Demonstration of the goods
- ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- iii) Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods
- iv) Supplying required number of operation & maintenance manual for the goods

### **14. Distribution of Dispatch Documents for Clearance/Receipt of Goods**

The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract.

Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

A) For Domestic Goods, including goods already imported by the supplier under its own arrangement

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVI in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Certificate of origin;
- (vi) Insurance Certificate as per GCC Clause 11.
- (vii) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

B) For goods imported from abroad

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract). Any delay or demurrage occurred during the customs clearance on account of

the non-availability of technical support/ clarifications /documents from the supplier shall be borne by the supplier:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11.
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate for the despatched equipments issued by recognized/reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch
- (vii) Manufacturer's own factory inspection report;
- (viii) Certificate of origin
- (ix) Port of Loading;
- (x) Port of Discharge and
- (xi) Expected date of arrival.

## 15. Warranty

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 The **warranty** shall remain valid for **24 months** from the date of installation & commissioning followed by a **CMC for a period of 8 (Eights) Years** for all the equipments after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/CONSIGNEE in terms of the contract, unless specified otherwise in the SCC.

- a. No conditional warranty will be acceptable.
- b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following:-
  - X-ray and CT tubes and high-tension cables.
  - Helium replacement
  - Any kind of motor.
  - Plastic & Glass Parts against any manufacturing defects.
  - All kind of sensors including oxygen sensors.
  - All kind of coils, probes and transducers
  - All kind of flat panel sensors and cassettes for DR & CR systems and patients handling trolleys etc
  - Printers and imagers including laser and thermal printers with all parts.
  - UPS including the replacement of batteries.
  - Air-conditioners
- c. Replacement and repair will be under taken for the defective goods.

- d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twelve **(24) months** from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.
- 16. Assignment**
- 16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.
- 17. Sub Contracts**
- 17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 17.2 Sub contract shall be only for bought out items and sub-assemblies.
- 17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

**18. Modification of contract**

- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
  - b) Mode of packing,
  - c) Incidental services to be provided by the supplier
  - d) Mode of despatch,
  - e) Place of delivery, and
  - f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

## 19. Prices

- 19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment authorised in the SCC.

## 20. Taxes and Duties

- 20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until final acceptance of the contracted goods to the purchaser. However, for goods directly imported shall be guided by the INCOTERM.
- 20.2 Further instruction, if any, shall be as provided in the SCC.

## 21. Terms and Mode of Payment

### 21.1 Payment Terms

**All Payments shall be released by the Purchaser. All such Invoice/Documents/Certificates/Reports as mentioned above shall be addressed as stipulated in Clause GCC8.10.** Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

#### **A) Payment for Domestic Goods or Foreign Goods Located within India/Mauritius.**

Payment shall be made in Mauritian Rupees as specified in the contract in the following manner:

##### **a) On delivery:**

80% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

- (ii) Consignee Receipt Certificate as per Section XVI in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (vi) Certificate of origin.
- (vii) Dispatch Clearance Certificate issued by HSCC.

**b) On Acceptance:**

Balance 20% payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. Final acceptance certificate will be released by the consignee on completion of installation, commissioning, training, successful running of equipment (at least 2-3 weeks) and handing over the equipment to the consignee.

**B) Payment for Imported Goods:**

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

**a) On Shipment:**

80% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- (vii) Manufacturer's own factory inspection report and
- (viii) Certificate of origin by the chamber of commerce of the concerned country;
- (ix) Inspection Certificate for the despatched equipments issued by recognized/reputed agency like SGS, Lloyd, TUV & Beauru Varitus, prior to despatch.
- (x) Dispatch Clearance Certificate issued by HSCC.

**b) On Acceptance:**

Balance payment of 20% of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign

Principal in a bank in his country, subject to recoveries, if any. Final acceptance certificate will be released by the consignee on completion of installation, commissioning, training, successful running of equipment (at least 2-3 weeks) and handing over the equipment to the consignee.

- c) **Payment of Incidental Costs** till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Mauritian Rupees to the Indian Agent on proof of final installation, commission and acceptance of equipment by the consignee.
- d) **Payment of Indian Agency Commission:** Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Mauritian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation.

**C) Payment of Turnkey, if any:**

Turnkey payment will be made to the manufacturer's agent in Mauritius rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation.

**D) Payment for Annual Comprehensive Maintenance Contract Charges**

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period.

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 Irrevocable & non - transferable LC shall be opened by the respective consignees. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.
- 21.5 The payment shall be made in the currency / currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:

- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
- (b) Delay in supplies, if any, has been regularized.
- (c) The contract price where it is subject to variation has been finalized.
- (d) The supplier furnishes the following undertakings:

"I/We, \_\_\_\_\_ certify that I/We have not received back the Inspection Note duly received by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We \_\_\_\_\_ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

## **22. Delivery/Delay in the supplier's performance**

- 22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
  - (i) imposition of liquidated damages,
  - (ii) forfeiture of its performance security and
  - (iii) termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
  - (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
  - (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction which takes place after the expiry of the date of delivery stipulated in the contract.

22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

22.6 Passing of Property:

22.6.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.

22.6.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.

22.6.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

**23. Liquidated damages**

23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24.

During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

23.2 Deleted

23.3 Deleted

**24. Termination for default**

24.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.

24.2 In the event of the Purchaser/Consignee terminating the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

**25. Termination for insolvency**

25.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such



termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.

**26. Force Majeure**

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

**27. Termination for convenience**

- 27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
  - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

**28. Governing language**

28.1 The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

**29. Notices**

29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

**30. Resolution of disputes**

30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier of Mauritius relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to arbitration in accordance with Laws of Government of Mauritius. In case of a dispute or difference arising between the Purchaser/consignee and a foreign supplier it shall be settled by arbitration in accordance with UNCITRAL Arbitration Rules. The award of the arbitrator shall be final and binding on the parties to the contract.

30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Mauritius.

30.4 **Jurisdiction of the court shall be Mauritius.**

**31. Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of Mauritius for the time being in force.

**32. Withholding and Lien in respect of sums claimed**

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

**33. General/ Miscellaneous Clauses**

- 33.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 33.3 The Supplier shall notify the Purchaser/Consignee /the Government of Mauritius of any material change would impact on performance of its obligations under this Contract.
- 33.4 Each member/constituent of the Supplier/its Agent/CMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 33.5 The Supplier/its Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- 33.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of Mauritius against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 33.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

## SECTION – V

### SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

**Please note that CMC for 8 Years to be quoted for all Equipments after completion of 2 year Warranty period of all equipments shall prevail irrespective of any time limits mentioned elsewhere in the Tender document.**

**SECTION - VI  
LIST OF REQUIREMENTS**

**Part I**

<b>I</b>	<b>National Cancer Hospital Mauritius</b>	
1.	<b>HDR Brachytherapy System</b>	1 No.

**Part II: Required Delivery Schedule:**

**a) For Indigenous goods or for imported goods if supplied from Mauritius:**

90 days from date of Notification of Award. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period).

**b) For Imported goods directly from foreign:**

90 days from date of opening of L/C. The date of delivery will be the date of Bill of Lading/Airway Bill. (Tenderers may quote earliest delivery period).

**c) Installation & commissioning within 60 days of receipt of goods at site.**

Note: Indigenous goods or imported goods if supplied from Mauritius (offered in MUR) which are linked with supply of directly imported goods are to be supplied within the contractual delivery period as stated in para b) above.

For delayed delivery and/ or installation and commissioning liquidated damages will get Applied As per GCC clause 23.

**Part III: Scope of Incidental Services:**

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13

**Part IV:**

Turnkey (if any) as per details in Technical Specification.

**Part V:**

Warranty & Comprehensive Maintenance Contract (CMC) as per bid document.

**Part VI:**

**Required Terms of Delivery and Destination.**

**a) For Indigenous goods or for imported goods if supplied from India:**

At Consignee Site – Specified in the List of Requirements

Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery

**b) For Imported goods directly from abroad:**

The foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving break up of the price as per the Proforma prescribed in the Price Schedule. Purchaser will

place the order on Consignee site basis. The shipping arrangements shall be made by the supplier accordingly.

Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.

Consignee/destination details as mentioned in Section-XXI.

### **Turnkey Works:**

The Tenderer shall examine the existing site where the equipment is to be installed to assess the site condition for Equipment placement and installation. Whether the scope of Turnkey Works is mentioned in the Technical Specifications or not, the bidder's offer should be on a "Turn Key" basis including all costs associated with the supply, installation and commissioning of the equipment.

For equipment, the major Turnkey work to be carried out are given at the end of Technical Specification. The Tenderer to quote prices indicating break-up of prices of the Machine and Turnkey Job of Hospital / Institution/Medical College. The Turnkey costs to be quoted will be added for Ranking Purpose. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later. The Turnkey Work should completely comply with rules and regulations of Government of Mauritius, if any.

Bidders must take into consideration in its bid, the costs to be incurred for any additional work pertaining to civil, Electrical, Plumbing, sanitary, HVAC, IT requirements, Radiation protection as per rules and regulations of Government of Mauritius, furniture, servo stabilizers, U.P.S. etc. required for successful installation testing and commissioning of the Medical Equipment and the "All inclusive lump sum price" should include all such costs, each **schedule/package** is to be considered a package in itself and suppliers to execute the order package on a "turn key basis" including all civil, electrical, air – conditioning & allied requirement for the equipment, at the site.

For X-Ray and related equipment, bidders who have Type Approval/NOC of as per rules and regulations of Government of Mauritius/**concerned regulatory authorities wherever applicable** shall only be considered with documentary evidence. It shall be bidder's responsibility to get the equipment installed and commissioned as per rules and regulations of Government of Mauritius and installed and commission on "Turn Key basis".

Bidders must take into consideration in its bid the costs to be incurred for any additional work viz. Electrical cabling, plugs of suitable ratings from the source, Electrical points of suitable ratings, water connection, water drainage, plumbing, air-conditioning, Radiation protection/shielding, mechanical & allied requirement for the equipment etc. required for successful installation, commissioning and running of the Equipment and the quoted "All inclusive lump sum price" should include all such costs.

**Section - VII**  
**Technical Specifications**

**Attached in last page along with Site layout PDF / Drawing**

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## **Section – VIII**

### **Quality Control Requirements**

(Proforma for equipment and quality control employed by the manufacturer(s))

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

Note: All the following details shall relate to the manufacturer(s) for the goods quoted for.

01 Name of the manufacturer

- a. full postal address
- b. full address of the premises
- c. telegraphic address
- d. telex number
- e. telephone number
- f. fax number

02 Plant and machinery details

03 Manufacturing process details

04 Monthly (single shift) production capacity of goods quoted for

- a. normal
- b. maximum

05 Total annual turn-over (value in Rupees)

06 Quality control arrangement details

- a. for incoming materials and bought-out components
- b. for process control
- c. for final product evaluation

07 Test certificate held

- a. type test
- b. BIS/ISO certification
- c. any other

08 Details of staff

- a. technical
- b. b skilled
- c. c unskilled

Signature and seal of the Tenderer



## **Section – IX Qualification Criteria**

1. The tenderer must be a manufacturer or it's authorized Agent. They may authorise their agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.
2. The Manufacturer / bidder should have supplied and installed in last Five years from the date of Tender Opening, at least 33% of the quoted quantity of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily. anywhere in the World of the same manufacturer.

### **Note**

1. The tenderer shall give an affidavit as per Section-XIX of the TE document.
2. In support of 2, the Tenderer shall furnish Performance statement in the enclosed Proforma 'A'.

The manufacturer/Agent as Tenderer shall furnish Satisfactory Performance Certificate/Installation Reports in respect of above, duly notarized in the country of origin, along with the tender.

The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.

3. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.
4. Tender shall submit audited balance sheets for the last three years. Annual Turnover statements should be certified by chartered accountant bearing their membership No.
5. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

**PROFORMA 'A'**  
**PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last five years)

Tender Reference No. : \_\_\_\_\_

Date of opening : \_\_\_\_\_

Time : \_\_\_\_\_

Name and address of the Tenderer : \_\_\_\_\_

Name and address of the manufacturer : \_\_\_\_\_

Order placed by (full address of Purchaser / Consignee)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

**Signature and seal of the Tenderer**

**Bidders should submit copies of the supply orders as mentioned in the past five year's performance statement in their Techno-commercial bid. However, HSCC/Purchaser can ask for the past 05 years Order Copies from the bidder from the date of tender opening not mentioned in the past Performance Statement.**

**\*\* The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished.**

## Section - X TENDER FORM

Date\_\_\_\_\_

To

---

Senior Chief Executive,  
Ministry of Health & Wellness,  
Republic of Mauritius

Ref. Your TE document No. \_\_\_\_\_ dated \_\_\_\_\_

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. \_\_\_\_\_, dated \_\_\_\_\_, the receipt of which is hereby confirmed.

We now offer to supply and deliver\_\_\_\_\_ (*Description of goods and services*) in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

---

**(Signature with date)**

---

**(Name and designation) Duly authorised to sign tender for and on behalf of**

**SECTION - XI PRICE SCHEDULE**

**A) PRICE SCHEDULE FOR DOMESTIC GOODS or GOODS OF FOREIGN ORIGIN LOCATED WITHIN MAURITIUS**

1 Schedule	2 Brief Description of Goods	3 Country of Origin	4 Quantity (Nos.)	5 Price per unit (Rs.)				6 Total Price (at Consignee Site) basis (MUR)  4 x 5(e)
				Ex - factory/ Ex - warehouse /Ex-showroom /Off - the shelf  (a)	Taxes & Duties if Applicable  (b)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site  (c)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site  (d)	

Total Tender price in MUR: \_\_\_\_\_

In words: \_\_\_\_\_

**Note: -**

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule C
3. Government of Mauritius exempts payment of VAT, Local Taxes Levies etc.
4. Government of Mauritius shall provide exemption of Custom Duty and other fees payable to Custom Office.

Name \_\_\_\_\_

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

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

Signature of Tenderer \_\_\_\_\_

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

Seal of the Tenderer \_\_\_\_\_

**SECTION – XI PRICE SCHEDULE**  
**PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD**

**B)**

1	2	3	4	5					6
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Currency)					Total Tender price: CIP Port of destination + Extended Insurance+ local transportation and storage at consignee site)  4X 5 (f)
				FOB/FCA price at port/ airport of Lading  (a)	Carriage & Insurance (port of loading to port of destination) and other Incidental costs (b)	CIP Price (Mauritius)  (c)	Loading & unloading at name place/port of entry + local transportation and storage to the consignee site + Extended Insurance for a period including 3 months beyond date of delivery (d)	Incidental Services (including installation, commissioning, supervision, demonstration & training) at consignee's site (e)	

Total Tender Price in words: \_\_\_\_\_

Bidder must specify Applicable Custom Duty : .....

**Note: -**

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule C
3. The Tenderer will be fully responsible for the safe arrival of the goods at destination (consignee site) in good condition as per CIP at Consignee's site
4. Government of Mauritius shall provide exemption of Custom Duty and other fees payable to Custom Office.

**Agency Commission - \_\_% of FOB/FCA.**

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

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

**Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_

**Signature of Tenderer** \_\_\_\_\_

**Seal of the Tenderer** \_\_\_\_\_

**SECTION - XI PRICE SCHEDULE (TO BE QUOTED IN MAURITIUS LOCAL CURRENCY)**

**C) PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD**

1	2	3	4								5
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*(MUR)								Total Annual Comprehensive Maintenance Contract Cost for 8 Years (MUR) [3 x (4a+4b+4c+4d+4e+4f+4g+4h)]
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	
			a	b	c	d	e	f	g	h	

\* After completion of Warranty period

**NOTE:-**

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 8 years on yearly basis for complete equipment and Turnkey (if any).
3. Government of Mauritius exempts payment of VAT, Local Taxes, Levies etc.
4. Cost of CMC will be added for Ranking/Evaluation purpose.
5. The payment of CMC will be made as per clause GCC clause 21.1 (D).
6. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
7. All software updates should be provided free of cost during CMC period.
8. The stipulations in Technical Specification will supersede above provisions
9. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

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

Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Signature of Tenderer \_\_\_\_\_

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

Seal of the Tenderer \_\_\_\_\_

**SECTION XI- PRICE SCHEDULE  
D) PRICE SCHEDULE FOR TURNKEY**

<b>Schedule No.</b>	<b>BRIEF TURNKEY DESCRIPTION OF GOODS</b>	<b>CONSIGNEE</b>	<b>Turnkey price (MUR)</b>

**Note: -**

1. The cost of Turnkey as per Technical Specification (Section VII) may be quoted on lump sum. Government of Mauritius exempts payment of VAT, Local Taxes, Levies etc.
2. Cost of Turnkey will be added for Ranking/Evaluation purpose.
3. The payment of Turnkey will be made as per clause GCC clause 21.1 (c).
4. The stipulations in Technical Specification will supersede above provisions

Name \_\_\_\_\_

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

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

Signature of Tenderer \_\_\_\_\_

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

Seal of the Tenderer \_\_\_\_\_

## HSCC (India) Ltd

**Section XI - Price Schedule****E -Price Schedule for Optional items /Spare Parts/ Consumables**

Name of Bidder		Name of Manufacturer							
Item no.		Equipment Model no.							
Name of Item		IFB No.							
Sr no.	Name of item	Name of Part	Qty	Unit cost (Rs.)	GST		Unit cost included	Total cost	
					%	Amount			
			a	b		c	d=	d X a	
1			0	₹ 0.00	0.00%	₹ 0.00	₹ 0.00	₹ 0.00	
2			0	₹ 0.00	0.00%	₹ 0.00	₹ 0.00	₹ 0.00	
3			0	₹ 0.00	0.00%	₹ 0.00	₹ 0.00	₹ 0.00	
4			0	₹ 0.00	0.00%	₹ 0.00	₹ 0.00	₹ 0.00	
5			0	₹ 0.00	0.00%	₹ 0.00	₹ 0.00	₹ 0.00	
6			0	₹ 0.00	0.00%	₹ 0.00	₹ 0.00	₹ 0.00	
7			0	₹ 0.00	0.00%	₹ 0.00	₹ 0.00	₹ 0.00	
8			0	₹ 0.00	0.00%	₹ 0.00	₹ 0.00	₹ 0.00	
9			0	₹ 0.00	0.00%	₹ 0.00	₹ 0.00	₹ 0.00	
10			0	₹ 0.00	0.00%	₹ 0.00	₹ 0.00	₹ 0.00	
11			0	₹ 0.00	0.00%	₹ 0.00	₹ 0.00	₹ 0.00	
12			0	₹ 0.00	0.00%	₹ 0.00	₹ 0.00	₹ 0.00	
13			0	₹ 0.00	0.00%	₹ 0.00	₹ 0.00	₹ 0.00	
14			0	₹ 0.00	0.00%	₹ 0.00	₹ 0.00	₹ 0.00	
15			0	₹ 0.00	0.00%	₹ 0.00	₹ 0.00	₹ 0.00	
16			0	₹ 0.00	0.00%	₹ 0.00	₹ 0.00	₹ 0.00	
17			0	₹ 0.00	0.00%	₹ 0.00	₹ 0.00	₹ 0.00	
18			0	₹ 0.00	0.00%	₹ 0.00	₹ 0.00	₹ 0.00	
19			0	₹ 0.00	0.00%	₹ 0.00	₹ 0.00	₹ 0.00	

1. Bidder shall mentioned present rate of GST, failing which it will presumed that the same is inclusive in the total price and nothing will



**SECTION - XII  
QUESTIONNAIRE**

**Fill up the Section XX – Check List for Tenderers and enclose with the Tender**

1. The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark “not applicable”.
2. Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
3. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.

**SECTION - XIII**  
**BANK GUARANTEE FORM FOR EMD**

Whereas \_\_\_\_\_ (hereinafter called the "Tenderer") has submitted its quotation dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the "tender") against the purchaser's tender enquiry No. \_\_\_\_\_. Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the "Bank") having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the "Purchaser") in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The conditions of this obligation are:

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

a) fails or refuses to furnish the performance security for the due performance of the contract.

or

b) fails or refuses to accept/execute the contract.

or

c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

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Name and designation of the officer

---

Seal, name & address of the Bank and address of the Branch

**SECTION -**  
**MANUFACTURER'S AUTHORISATION FORM**

To

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Senior Chief Executive,  
Ministry of Health & Wellness,  
Republic of Mauritius

Dear Sirs,

Ref. Your TE document No \_\_\_\_\_, dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (*name and description of the goods offered in the tender*) having factories at \_\_\_\_\_, hereby authorise Messrs \_\_\_\_\_ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. \_\_\_\_\_ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully,

---

[Signature with date, name and designation]  
for and on behalf of Messrs \_\_\_\_\_

[Name & address of the manufacturers]

- Note: 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent to legally bind the manufacturer.*
- 2. Original letter may be sent.*

**SECTION – XV**

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY**

To  
Senior Chief Executive,  
Ministry of Health & Wellness,  
Republic of Mauritius

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ to supply (description of goods and services) (herein after called “the contract”).  
AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;  
AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to \_\_\_\_\_ (indicate date)

.....  
(Signature with date of the authorised officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

**SECTION - XVI**  
**CONTRACT FORM - A**

**CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS**

(Address of the Purchaser's/Consignee's office issuing the contract)

Contract No \_\_\_\_\_ dated \_\_\_\_\_

**This is in continuation to this office's Notification of Award No \_\_\_\_\_ dated \_\_\_\_\_**

1. Name & address of the Supplier: \_\_\_\_\_
2. Purchaser's TE document No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the purchaser
3. Supplier's Tender No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

- (i) General Conditions of Contract;
- (ii) Special Conditions of Contract;
- (iii) List of Requirements;
- (iv) Technical Specifications;
- (v) Quality Control Requirements;
- (vi) Tender Form furnished by the supplier;
- (vii) Price Schedule(s) furnished by the supplier in its tender;
- (viii) Manufacturers' Authorisation Form (if applicable for this tender);
- (ix) Purchaser's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II - 'General Instructions to Tenderers' of the Purchaser's TE document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
  - (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: \_\_\_\_\_

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

2. Delivery schedule

- (iii) Details of Performance Security
- (iv) Quality Control
  - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
  - (b) Designation and address of purchaser's inspecting officer
- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any
  - 3. Warranty clause
  - 4. Payment terms
  - 5. Paying authority

\_\_\_\_\_  
**(Signature, name and address  
of the Purchaser's/Consignee's authorised official)  
For and on behalf of \_\_\_\_\_**

Received and accepted this contract

\_\_\_\_\_  
(Signature, name and address of the supplier's executive  
duly authorised to sign on behalf of the supplier)

For and on behalf of \_\_\_\_\_

\_\_\_\_\_  
(Name and address of the supplier)

\_\_\_\_\_  
(Seal of the supplier)

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

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

**SECTION – XVI**  
**CONTRACT FORM – B**  
**CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT**

**Annual CM Contract No.** \_\_\_\_\_ **dated** \_\_\_\_\_  
 Between \_\_\_\_\_

(Address of Head of Hospital/Institute/Medical College)  
 And \_\_\_\_\_

(Name & Address of the Supplier)

**Ref: Contract No** \_\_\_\_\_ **dated** \_\_\_\_\_ **(Contract No. & date of Contract for supply, installation, commissioning, handing over, Trial run, Training of operators & warranty of goods)**

In continuation to the above referred contract

6. The Contract of Annual Comprehensive Maintenance is hereby concluded as under: -

1	2	3	4			5
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.			Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c)]
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	
			a	b	c	

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

- b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from \_\_\_\_\_ (date of expiry of Warranty) and will expire on \_\_\_\_\_ (date of expiry of CMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 8 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, \_\_\_ & \_\_\_) and Turnkey (if any).
- d) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- e) During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance

of the goods.

- f) All software updates should be provided free of cost during CMC.
- g) The bank guarantee valid till \_\_\_\_\_ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. \_\_\_\_\_ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser/Consignee.
- h) If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. \_\_\_\_\_ (equivalent to 2.5 % of the cost of the equipment as per contract) shall be payable to the Consignee.
- i) **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Mauritian currency.
- j) **Paying authority:** \_\_\_\_\_ (name of the consignee i.e. Hospital/ Institute /Medical College's authorised official)

\_\_\_\_\_  
**(Signature, name and address  
of Hospital/Institute/Medical College's authorised official)  
For and on behalf of \_\_\_\_\_**

Received and accepted this contract

---

(Signature, name and address of the supplier's executive  
duly authorised to sign on behalf of the supplier)

For and on behalf of \_\_\_\_\_

(Name and address of the supplier)

---

(Seal of the supplier)

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

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



**SECTION – XVII**  
**CONSIGNEE RECEIPT CERTIFICATE**  
**(To be given by consignee’s authorized representative)**

The following store (s) has/have been received in good condition:

- 1) Contract No. & date : \_\_\_\_\_
- 2) Supplier’s Name : \_\_\_\_\_
- 3) Consignee’s Name & Address with  
telephone No. & Fax No. : \_\_\_\_\_
- 4) Name of the item supplied : \_\_\_\_\_
- 5) Quantity Supplied : \_\_\_\_\_
- 6) Date of Receipt by the Consignee : \_\_\_\_\_
- 7) Name and designation of  
Authorized Representative of  
Consignee : \_\_\_\_\_
- 8) Signature of Authorized  
Representative of Consignee with  
date : \_\_\_\_\_
- 9) Seal of the Consignee : \_\_\_\_\_

**SECTION - XVIII**  
**Proforma of Final Acceptance Certificate by the Consignee**

No \_\_\_\_\_

Date \_\_\_\_\_

**To**

M/s \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subject: Certificate of commissioning of equipment/plant.

**This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no.02) in accordance with the contract/technical specifications. The same has been installed and commissioned.**

(a) Contract No \_\_\_\_\_ dated \_\_\_\_\_

(b) Description of the equipment(s)/plants: \_\_\_\_\_

(c) Equipment(s)/ plant(s) nos.: \_\_\_\_\_

(d) Quantity: \_\_\_\_\_

(e) Bill of Loading/Air Way Bill/Railway  
Receipt/ Goods Consignment Note no \_\_\_\_\_ dated \_\_\_\_\_

(f) Name of the vessel/Transporters: \_\_\_\_\_

(g) Name of the Consignee: \_\_\_\_\_

(h) Date of commissioning and proving test: \_\_\_\_\_

**Details of accessories/spares not yet supplied and recoveries to be made on that  
account.**

Sl. No.	Description of Item	Quantity	Amount to be recovered No.
---------	---------------------	----------	----------------------------

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily ## or

The supplier has failed to fulfil its contractual obligations with regard to the following:

He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.

He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the

period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is

The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.

The amount of recovery on account of failure of the supplier to meet his contractual obligations is\_\_\_\_\_ (here indicate the amount).

Signature

Name

Designation with stamp

**## Explanatory notes for filling up the certificate:**

i.He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.

ii.He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

iii.Training of personnel has been done by the supplier as specified in the contract

iv.In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

**SECTION – XIX**  
**AFFIDAVIT/UNDERTAKING**

I/ We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law. I/ We confirm that we do not stand deregistered/debarred/banned/blacklisted by any Govt. Authorities. I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief. I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organisation(s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid. I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date:

(Signature of the bidder)  
NAME & ADDRESS OF THE BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by Public Notary

**SECTION - XX**  
**CHECKLIST**

**Name of Tenderer:**  
**Name of Manufacturer:**

<b>SI No.</b>	<b>Activity</b>	<b>Yes/ No/ NA</b>	<b>Page No. in the TE document</b>	<b>Remarks</b>
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 165 days from Techno Commercial Tender Opening date as per clause 19 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
4. a.	Have you submitted satisfactory performance certificate/ Installation Reports as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate/ Installation Reports?			

<b>Sl No.</b>	<b>Activity</b>	<b>Yes/ No/ NA</b>	<b>Page No. in the TE document</b>	<b>Remarks</b>
5.	Have you submitted manufacturer's authorization as per Section XIV?			
6.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?			
7.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
8.	Have you intimated the name an full address of your Banker (s) along with your Account Number			
9.	Have you fully accepted payment terms as per TE document?			
10.	Have you fully accepted delivery period as per TE document?			
11.	Have you submitted the certificate of incorporation?			
12.	Have you accepted the warranty as per TE document?			
13.	Have you accepted terms and conditions of TE document?			
14.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
15.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening duly certified by chartered accountant bearing their membership no.?			
16.	Have you enclosed the Affidavit as per Section XIX of the TE Document?			

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
2. It is the responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.

---

**(Signature with date)**

---

**(Full name, designation & address of the person duly authorised sign on behalf of the Tenderer)**

**For and on behalf of**

---

---

**(Name, address and stamp of the tendering firm)**

## Section - XXI Consignee List

Medical Institutions/Consignee	Purchaser Contact Address.
National Cancer Hospital, Mauritius	Senior Chief Executive, Ministry of Health & Wellness, Republic of Mauritius

**NB:** The Purchaser/consignee will ensure timely issue of CDEC, Octroi Exemption Certificates, Road Permits & Entry Tax Exemption Certificates, wherever applicable, to the suppliers.



<b>TECHNICAL SPECIFICATION FOR HDR BRACHYTHERAPY SYSTEM FOR NATIONAL CANCER HOSPITAL</b>
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<i>Quantity: 1 unit.</i>
--------------------------

<i>Estimated Cost: MUR 60, 000,000</i>
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**High Dose-Rate Brachytherapy Remote After-loading System**

The proposed High Dose-Rate (HDR) Brachytherapy Remote After-Loading System must be fully computer controlled of latest state-of-the-art technology. The HDR Brachytherapy System shall include the Treatment Unit, Control Unit, Treatment Planning System, applicators and other required accessories, radiation safety and security systems in accordance with the local regulatory authority (Radiation Safety and Nuclear Security Authority, RSNSA). The proposed HDR system must be capable of intracavitary, intraluminal, interstitial treatments, and surface-mould brachytherapy. The offer system should be of the latest model. The vendor should provide commitment to be able to provide service and support for the offered new modern unit for at least 10 years from the date of installation.

The whole proposed HDR brachytherapy system must be compulsorily compatible with the Oncology Information System (OIS) installed at National Cancer Hospital over long-term period especially after any upgrading software version. The bidder must provide/guarantee compatibility at no extra-cost for a period of at least 10 years.

The vendor must provide/guarantee, for a period of at least 10 years, the following:

1. after-sale service and maintenance of all equipment described in this tender document;
2. regular, yearly maintenance on the HDR after-loader to ensure safety and security of patients and personnel;
3. re-calibration and maintenance of all QC/QA equipment, radiation monitors, and survey meters; and,
4. supply of Gafchromic films as and when required.

All equipment described in this tender document must have US FDA approval and/or European CE Certification. It must also meet other international standards such as International Standard Organization (ISO), and International Electro-Technical (IEC) Commission. Original certificates of compliance should be submitted with manufacturer's name and model of equipment.

## **Technical Specifications**

The HDR system must be a state-of-the-art equipment that comprises the following:

- i.) a modern computer controlled remote after-loader that comprises of a Treatment Delivery Unit (TDU), a Treatment Control Console (TCC), and a Treatment Control Panel (TCP);
- ii.) two dedicated contouring stations with auto-contouring and anatomical software installed to facilitate contouring structures;
- iii.) two dedicated 3-Dimensions Treatment Planning Systems (TPS) for brachytherapy, including the algorithms (as close as possible to Monte Carlo algorithms) to calculate the dose distribution, dwell times, and dwell positions. In addition, the Brachytherapy Treatment Planning System (BTPS) must be capable of performing both forward and inverse treatment planning for intracavitary and/or intraluminal HDR brachytherapy, and
- iv.) a mean by which the planned data can be transferred automatically to the after-loader for delivering the treatment.

### **I. Brachytherapy Treatment Unit:**

- 1.1 The system should be capable for the treatment of intracavitary, intraluminal, interstitial and surface-mould brachytherapy.
- 1.2 The HDR system should be of latest microprocessor and PC controlled and it must have the latest hardware and advanced software.
- 1.3 The system should have minimum 20 channels or more for all types of brachytherapy treatments.
- 1.4 The system should be on wheels for easy mobility in the treatment area and provided with storage safe of lead/tungsten alloy to guarantee and compatible with guide lines of international safety regulations and the local regulatory authority (Radiation Safety and Nuclear Security Authority, RSNSA).
- 1.5 Specify the in-built safety measures provided in the unit including power failure, emergencies, channels indexer, activity of the source and dose rate, verification system for channel number and connectivity of the applicator, etc.
- 1.6 Specify the surface dose rate of the system source container when full strength of the source is loaded.
- 1.7 The treatment unit should have an in-built integrated radiation detector to check the safe return of the source (GM Type tube).
- 1.8 The source must be retractable and reach in the safe position in the event of an emergency/power failure, etc...specify the source retraction methods.

- 1.9 Refurnished/reconditioned unit should not be offered. The vender shall quote month and year of the fabrication of the unit and provide the certificate of the same of its being original.
- 1.10 The Source head should have adequate shielding and its height should be adjustable.
- 1.11 The System should have the dummy cable to check the treatment parameters prior to treatment.
- 1.12 A secure operated, quick-lock system must be provided to secure the TDU in position when parked or during treatment.

## **2. Radioactive Source**

- 2.1 The system must use Iridium-192 radioactive source.
- 2.2 The source strength should be of at least 10 Ci Ir-192: calibration certificate must be provided for the source.
- 2.3 To specify the activity, physical characteristics and dimensions of the source being supplied with the unit.
- 2.4 To specify the number of sources offered and usability period of each source quoted.
- 2.5 To specify the following:
  - i.) the maximum source extension
  - ii.) the dwell position per catheter
  - iii.) the maximum dwell time per position in the catheter
  - iv.) the maximum treatable length in cm
  - v.) the accuracy in position in mm.
  - vi.) the active diameter and length of the source
  - vii.) the mode of source movement in each channel of the unit
  - viii.) Source cable must be able to pass through catheters of curvature 1.5 cm or less.

## **3. Treatment Control Console:**

- 3.1 Stand alone and independent PC based control unit should be provided with two flat-panels LCD/LED display of 27" (FULL HD widescreen, anti-glare) each; keyboard, mouse, building audio card, network card, backup media, printer, etc and direct link with 3D-TPS to be supplied. Multi-tasking must be enabled and it must be possible to import and export treatment plans from brachytherapy TPS (Treatment Planning System).
- 3.2 The LED/LCD screen must display the current operation of the afterloader (for example, dwell time, dwell position, active channel, etc... must be displayed); and, the display must visually indicate any warning signs, including audio warning alarm.
- 3.3 It should have protection circuit inbuilt to prevent treatment without proper applicator connection, door closing and proper index locking.
- 3.4 It should have all self-testing provision necessary for the treatment.
- 3.5 Control unit software should run on windows application.
- 3.6 Access must be limited to authorized users with password protection.

- 3.7 The treatment times must be automatically corrected for the decay of the radioactive source.
- 3.8 There should be higher dwell position for the source in each channel.
- 3.9 On-line extensive display of status codes with an indication of the action required.
- 3.10 Large patient's database should be provided with a backup option to an external storage device
- 3.11 The system should provide real-time information during treatment.
- 3.12 Provision for checking of complete operation of the system prior to actual treatment including electronic and radiation safety checks should be provided.
- 3.13 The TCC must be user-friendly, and must include a treatment delivery workflow guidance for the operator.
- 3.14 The TCC must be programmable with information relating to the activity of the installed source, and must automatically correct all treatment dwell-times for the radioactive decay of the source.
- 3.15 The TCC must be connected to dedicated TPS via network cables in order to deliver the planned treatment as calculated by the algorithms.
- 3.16 There must be a mean:
  - (i) to program the dwell times and dwell positions directly on the TCC; and,
  - (ii) to modify the dwell times and dwell-positions already loaded into the TCC.
- 3.17 The dwell times must be programmable from a range of 0 seconds to 999 seconds with a time resolution of 0.1 second.
- 3.18 It must be possible to program the after-loader (or TCC) to deliver a discontinuous treatment length (for example a treatment length with a gap  $\geq 1$  mm up to 10 mm or more).
- 3.19 There must be visual-indications at the TCC showing the state of the treatment in progress, including:
  - (i) which channel is being used;
  - (ii) whether the active source or dummy cable/wire is being extended;
  - (iii) the dwell position of the radioactive source or dummy source;
  - (iv) the programmed and remaining time for that dwell positions;
  - (v) the programmed and remaining dwell time for the treatment channel; and,
  - (vi) the programmed and remaining total dwell time for all the channels being used (using color schemes if available).

3.20 Upon completion of a treatment, a treatment report must be generated in pdf format that contains date, time, patient data, source being used, attenuation factor applied, dwell positions, and times as well as any error messages.

3.21 A record of every treatment that is:

- (i) completely delivered,
  - (ii) partially delivered for fractionated treatments, or
  - (iii) any attempt to deliver a treatment
- must be recorded in the patient history.

3.22 The TCC must support DICOM-RT treatment plans.

3.23 The TCC must consist of different modules such as treatment, plan manager, maintenance, reports, Quality Assurance.

#### **4. Treatment Control Panel (TCP)**

4.1 There must be a TCP, i.e., a separate interface to control the treatment delivery, and it must be connected to the TDU.

4.2 The TCP must display a visual as well as an audible alarm in case of emergency situation, and it must have a red emergency button to retract the source immediately.

4.3 The TCP must display the remaining treatment time, and other information.

#### **5. Brachytherapy Treatment Planning System (TPS)**

5.1 Two dedicated state-of-the-art brachytherapy treatment planning systems (BTPS) and two dedicated Contouring Workstations (CW) must be provided for brachytherapy treatment planning. They must be the latest version available, and both hardware and software must be upgradable.

5.2 The TPS must be capable of calculating dose distribution in 3Dimensions (3D) using the latest and most accurate algorithms available. The algorithms must be as close as possible to Monte Carlo algorithms.

5.3 All BTPS must be capable of performing conventional 2D and advanced 3D-treatment planning with dose-volume histogram analysis methods and different methods of optimization of the treatment plan and also inverse planning modules for planning of all treatment techniques like intracavitary, interstitial, intraluminal, and surface-mould.

5.4 All software licenses for TPS and CWs must be provided, and they must be valid at no extra cost throughout the life-time of the equipment.

- 5.5 All workstations & computer laptops must be protected with a proper antivirus and malware software including other data protection software as recommended by the manufacturer. All licenses must be valid for a period of at least 10 years with the possibility of renewing the licenses after that period.
- 5.6 The software and algorithms must be upgraded (whenever any latest version is made available) for a period of at least 10 years at no extra cost.
- 5.7 Each workstation (TPS and contouring workstation) must have two LCD/LED monitors of at least 27 inches (or preferably more) to allow the user more flexibility in performing multi-tasking operations.
- 5.8 All workstations must be connected to the Oncology Information System (OIS) for retrieving 3D/4D CT images from the CT simulator, and also for storing all data.
- 5.9 All workstations must be compatible with the OIS. They must be capable of importing and exporting DICOM and DICOM-RT. The bidder/manufacturer must provide guarantee that the HDR system is compatible with the OIS network (especially after upgrading the OIS) in order to prevent loss of data and/or other complications that may arise in the present time and the future.
- 5.10 All workstations must be possible to both manage patient data and schedule treatments.
- 5.11 System should have input capability of receiving patient information i.e patient data through scanner, digitizer, and directly from CT, MRI, X-ray unit through DICOM 3.0/RT compatible interface. It should be possible to import and export DICOM-RT, patient information, CT-Images, MRI images, x-ray images from the OIS, HIS, RIS and PACS.
- 5.12 The system should be capable of doing multi-modality image registration and also should have the features of auto-contouring of the organs, auto-planning, and applicator, etc.
- 5.13 The CWs (both) must have anatomical atlas software installed to facilitate contouring structures & auto-contouring features must be enable and provided.
- 5.14 The 3D planning and viewing of dose distribution in coronal, transverse and sagittal cuts and any other possible cuts should be provided.
- 5.15 The system should include the plan library, source and applicator library, optimization and iso-dose shaper tools and reporting tools etc. specify the features.

- 5.16 The treatment times must be automatically corrected for the decay of the radioactive source.
- 5.17 The system should be capable of summation of brachytherapy and external beam dose distribution and 3D viewing. The system should compulsorily be able to import the delivered plan dose distribution from the OIS and to sum it with the plan brachytherapy dose distribution.
- 5.18 The Networking (on-line) between HDR treatment unit and TPS should be provided and it should be connected with CT simulator and other imaging modalities.
- 5.19 Hardware: Treatment planning system should have a latest high-speed computer with latest graphics workstation, fast processor with maximum RAM memory available on the market, KeyBoard, Mouse of latest configuration, internal SSD (hard disk) of at least 10 TB.
- 5.20 The system should have at least two 27" TFT LCD/LED Screens with high resolution for good visualization.
- 5.21 For patient data input, high resolution FILM SCANNER should be provided.
- 5.22 One color printer A3/A4 size for printing the treatment planning and plotting of isodose should be provided.
- 5.23 The vendor should provide advanced model-based dose calculation algorithm for inhomogeneity correction in dose calculation as per the AAPM TG-186 recommendations.
- 5.24 The TPS must be capable of calculating Biological Effective Dose (BED) and EQD2 (equivalent dose in 2Gy per fraction) for different structures. It must also be able to do inverse planning and auto-planning.

## **6. Applicators for HDR Unit**

- 6.1 Supply the standard accessories for the application of intracavitary, intraluminal, interstitial brachytherapy of cervix, vagina, rectum and head and neck esophagus and bronchial, biliary, breast and prostate applications. Applicators to be provided for;
  - 6.2 Gynecological applicator Fletcher-Suit type– 6sets; and five complete sets of non-disposal Universal Gynecological Applicators.
  - 6.3 Gynecological application templates- 2 set each (2 sets Syed-Neblett and 2 Sets of MUPIT with all required accessories)
  - 6.4 CT/MRI compatible gynecological Fletcher-Suit type applicators– 2 sets
  - 6.5 Vaginal /Rectal applicator – 6 sets
  - 6.6 Esophagus applicator – 6 sets
  - 6.7 Nasopharyngeal applicator– 2 sets
  - 6.8 Breast and Prostate templates– 2 sets each

- (i) Biliary Applicators– 2Each
  - (ii) Intrabronchial Applicators (reusable)– 4 sets
  - (iii) Brain Applicators (Gliosite)– 10each
- 6.9 Surface-mould – 5 sets for IOHDR applications (Freiberg applicators)
  - 6.10 All kinds of x-ray dummy markers (two sets) for the applicators supplied (wherever relevant). Interstitial implant plastic tubes–total 1000 numbers and Interstitial implant plastic needles- total 50 numbers and interstitial implant stainless steel applicators-20 numbers.
  - 6.11 Vienna Applicator or its equivalent for combined interstitial and intracavitary application-2 sets Balloon based Breast applicator- total 5 numbers.
  - 6.12 Provide the catalogues of all the applicators. All the guide-tubes must be functional for 5 years.
  - 6.13 Vendor should provide one extra treatment control console system which will be compatible with offered HDR treatment machine for the purpose of performing intra- operative HDR brachytherapy treatment.
  - 6.14 Vendor should provide for treatment planning system for intra-operative real-time ultrasound guided prostate brachytherapy treatment including inverse planning capability.
  - 6.15 Vendor should provide for an ultrasound system for performing intraoperative real-time ultrasound guided prostate brachytherapy treatment along with compatible probes. (Probes for Prostrate, breast and abdomen)
  - 6.16 Vendor should provide two extra sets of transfer tubes for Gynecological applicator Fletcher-Suit type.

## **7. Control Room, Treatment Room & other Equipment**

- 7.1 The control room must be well light-up, and air-conditioned. All QC/QA equipment must be kept inside a securely locked (passcode) large cabinet inside control room at a corner. The bidder should provide and install in the control room: the LCD/LED monitors, TPS, Contouring Station, TCC, TCP, intercoms, professional grade desk with 4 ergonomically adjustable-height, high-backed swivel chair with arm-rests, etc.
- 7.2 All computers & equipment must be installed in such a way so as to allow the users to work comfortably.
- 7.3 The bidder must ensure proper ventilation inside the control room and treatment room for comfort and protection of patient and personnel.
- 7.4 The bidder must provide two moderns ergonomically adjustable HDR brachytherapy specialized medical beds/tables with all accessories and motorized movements (up & down movement, backrest lifting). The bidder must ensure that the dimensions of the medical beds/tables are appropriate



to easily carry the patient through the maze and entering the treatment area. The medical beds must be equipped with rolling casters -- allowing 360 degrees rotation -- that can be easily locked to prevent movement.

- 7.5 The TDU must be equipped with the possibility of retracting the source manually in case of an automatic system failure.
- In order to facilitate the recovery of a source in such an emergency situation, the manual mechanism must be:
    - (i) uni-directional;
    - (ii) instinctive to operate; and,
    - (iii) clearly visible on the exterior part of the after-loader.
- 7.6 In case of communication failure (whether software or hardware failure) between the TCC and the TDU, the source must be retracted immediately and automatically.
- 7.7 The TDU must be equipped with an emergency button as well as a battery backup system (in case of a main power failure).
- 7.8 The HDR system must be provided with key interlock at both the TCC and TDU such that both keys must be inserted and turned, in order to arm the system and to allow treatment
- 7.9 The Treatment Delivery Unit (TDU) must be capable of performing some automatic checks using a non-radioactive "dummy" cable/wire on the connected cables/applicators in order to ensure that the treatment paths are clear and free from any obstruction before loading the real source for treatment delivery.
- 7.10 The TDU system must be configured in such a way that the dummy cable/wire either:
- (i) checks all channels at once, prior to treatment delivery, or,
  - (ii) checks one channel at a time before loading the source into that channel.
- 7.11 The dummy wire must first perform a test in order:
- (i) to check the end of the catheter, and
  - (ii) to confirm both the correct applicator and the transfer tube length before commencing the treatment.

## **8. Radiation Dosimetric, Quality Assurance (QA) and Safety Systems/Tools**

- 8.1 The bidder should provide all the necessary QA tools, radiation monitoring units and measuring instruments, including tools for measuring the length of each transfer tube, electronic thermometer and electronic barometer.

- 8.2 A device must be provided for measuring the length of the catheter or applicator so that the channel length can be determined precisely.
- 8.3 Check cable must be provided in order to verify the path to the most distantly programmed dwell position for a particular channel under used (check cable is independently driven).
- 8.4 The bidder must provide source position simulator and source check ruler to verify the position accuracy of the source.
- 8.5 A tool must be provided to execute a wipe test as part of a Quality Assurance (QA) check against radiation contamination.
- 8.6 The bidder must provide an HDR emergency container and HDR transportation cart with roller bearing wheels, front swivel, locking, ball bearing caster to contain the Iridium-192 as per (RSNSA) Local Regulator Authority and IAEA norms. The HDR emergency container must be of appropriate dimensions to contain any applicator with its source and cable/s as per international IAEA/AAPM norms.
- 8.7 The bidder must provide a modern electric brachy-treatment table with all accessories (Motorized/Hydraulic locking clamp mounting and Lithotomy position support) for brachytherapy.
- 8.8 The bidder must provide two UPS with 30 min backup for the whole system (HDR machine, CWs, and TPS).
- 8.9 Three complete Closed-Circuit color TV systems along with standby cameras and 27 inches LCD/LED flat-screens with pan, zoom, tilt functions that records color images and sound automatically (the records must be kept for at least 30 days before erasing automatically). It should be possible to retrieve and save the records on pen-drive for investigation after an incident/accident. One camera must be opposite to the after-loader unit (surveillance of the radioactive source); a second camera must be placed at the entrance to the treatment area inside the bunker for viewing/recording all events at maximum wide-viewing angle possible reducing any blind-spots areas; and the third camera must be placed inside the console room for surveillance of all equipment, especially for the Cs-137 check source that will be kept inside a storage locked passcode cabinet inside the console room. The large safe-cabinet must be provided by the bidder for storage of all QC/QA equipment inside the console room.
- 8.10 Warning lights showing the basic treatment status must be provided
  - i.) outside and above the main entrance of the HDR Bunker (at the main entrance to the HDR bunker) indicating machine on, alarm, and radiation on/off
  - ii.) above the maze-door entrance to the HDR treatment room indicating OFF/ON treatments, alarm light, and machine on/off: radiation warning symbols that light up showing clearly radiation is on/off (e.g. color lights: Red, Green, Yellow).

- 8.11 The bidder must provide two x-ray reconstruction jigs, and two sets of x-ray marker wires for all applicators.
- 8.12 Two well-type chambers with calibration certificate must be provided for source calibration (that is, for measuring the source strength) (especially for Iridium-192) with all associated accessories: including two modern electrometers and all cables (>20 meters long) and appropriate/related connectors/adaptors. Two sets of cables must be provided.
- 8.13 Bidder must provide one Cs-137 check source to monitor chamber stability (about 3.7 MBq) including adapters/holders.
- 8.14 Bidder must provide the Last-Man-Out Switch (LMOS) for the proposed HDR brachytherapy machine.
- 8.15 Two Gamma Zone (Area) Monitors (two in numbers): Gamma-Zone (Area) Monitor is used for radiation area monitoring around the interior walls of brachytherapy equipment. Gamma-Zone (Area) Monitors shall be able to measure and monitor x-rays and gamma rays (dose/dose rates) of varying energy levels in minimum possible time frame. System should have capability of warning audible alarm condition whenever the emergency exposure is in the treatment room. The measurement range: 0.1 mR/h to 100mR/h and display units:  $\mu$ R/h, mR/h,  $\mu$ Sv/h, mSv/h. The detector shall be of GM based. Specify the details of the offered system. Refer to section 9.1 of this document related to Radiation Safety and Monitoring for more specific details.
- 8.16 The bidder should provide a modern two-ways communication system between Patient & Console.
- 8.17 Two complete sets of Quality Assurance (QA) and Quality Control (QC) Equipment (e.g. source check positioning ruler/tools/simulator, GAFchromic phantom, Gafchromic films, complete in-vivo dosimetry system for monitoring dose to rectum and bladder) for verifying the source positioning accuracy and stepping accuracy must be provided. Phantom and recording video camera for source positioning and source-step accuracy of every channel must be provided. It must compulsorily be also possible to verify source transfer tube length automatically.
- 8.18 Vendor should provide two complete sets of in-vivo dosimetry for live-monitoring the dose receive to rectum and bladder during HDR gynecological treatment. All associated QC/QA tools must be provided for calibration including phantom, ionization chamber, and licensed software.
- 8.19 The bidder must provide a latest model of E-Logbook system. The system should replace paper based medical equipment logbook and management of Quality Assurance and Quality Control (QA/QC) data documents by the user's soft templates and database entries (documents for recording QA/QC data) especially for HDR brachytherapy should be provided. The system software can be helpful in providing the user some information such as uptime, downtime and usage of the machine and also provide the data in

graphical form. The bidder should provide one high-quality laptop computer system which will be used for loading the software with at least 10TB SSD internal hard disk capacity. The bidder should install the software, ready-for-use. Any training on how to use the software should be provided by the bidder.

8.20 Any other additional available QA/QC tools and safety systems for brachytherapy must be quoted and specified by vendor/s.

## **9. Radiation Safety and Monitoring**

9.1 Refer to section 8.15 above: the bidder should provide two independent, digital wall-mounted radiation monitoring systems with radiation warning lights situated: The 1st one must be on the wall at the maze end, opposite to the maze entrance. It must be visible through the glass-window of maze door. More precisely, it must be installed at an angle on the wall inside the treatment room opposite to the after-loader. The four-digit LED display must be readable from 9 meters away. The 2<sup>nd</sup> one must be on the wall at the console area. Both systems must monitor the level of radiation inside the treatment room. That is, their detectors must be found inside the treatment room area of the HDR bunker. Both systems must give visual and audible warnings to indicate that radiation is present. The level of radiation monitors by both systems must also be displayed inside the console room at the console control unit. They must have some batteries backup systems in case of power-failures.

9.2 The bidder must provide the following: the after-loader must be connected to a system of interlocks that prevents the extension of the source, and causes immediate retraction of the source, whenever:

(i) the maze door is not properly closed or is opened; and/or







(ii) the STOP (or emergency) button has been pressed down.



9.3 The bidder must provide an interlock system inside the treatment room to ensure that all staff has left the treatment room before starting the treatment (also known as Start Enable Interlock or Last-Man-Out Button).

9.4 The bidder must ensure that there are emergency switches available at the control console, on the top of the after-loader, and two emergency-switches on the walls inside the treatment room.

9.5 The bidder must provide two portable, hand-held, modern digital multi-detector survey-meters to detect x-ray and gamma ray and it should display dose-rate in microSv/h and mR/h. They should be light-weighted, and ergonomically designed instruments. They should have easily readable large LCD/LED display and piercing audio warning tone. Calibration & data logger software, cables, storage case, and spare long-life rechargeable batteries of premium quality and charger must be provided by the bidder.

- 9.6 At least three sets of high-quality radiation warning signages must be provided by the bidder. The signages must be large (at least of dimension 30cm x 40cm) and visible during the day at a distance of 5m and luminous in the dark. They must be posted at appropriate, strategic locations on the walls and doors within the controlled areas of the brachytherapy department as shown in the table below:

Warning Signages	Location site
	<p>Displays on doors outside the HDR Bunker and CT-simulator.</p>
	<p>Displays on the door outside the Brachytherapy Department</p>
	<p>Displays on walls outside the HDR Bunker.</p>
	<p>These are electric light-up signages that must be displayed above the main doors outside HDR Bunker and CT-simulator indicating when machine is on and/or when x-ray is on.</p>
	<p>Displays on the entrance doors to the Brachytherapy Department, HDR Bunker, and CT-Simulator</p>
	<p>Displays on walls inside CT-simulator room.</p>

 <p><b>Warning</b> Radiation controlled area</p>	<p>Displays on walls around the Brachytherapy Department</p>
 <p><b>CAUTION</b></p> <p>If you are pregnant or breastfeeding, or think you may be pregnant, please inform the technologist before you begin your test.</p>	<p>Displays on walls in the waiting area inside the department of brachytherapy. Displays on the door accessing the department of brachytherapy.</p>

9.7 High-quality & very secure Access Control Door Systems (passcode/electronic card/finger-print) must be provided by the bidder. They must be integrated to the existing doors at locations described below:

- i.) at the main entrance to the brachytherapy department (it must be passcode/pass-card protected access control door); and,
- ii.) at the main entrance to the HDR brachytherapy bunker (it must be pass-card/finger-print protected access control door).

These doors must be equipped with some automatic door closer mechanisms/modules. The bidder must provide and install these mechanisms/modules.

9.8 At the main entrance (dimension of about width 2m x height 2.4m) to the CT-simulator room, an access control glass-door must be provided and installed by the bidder. It should be passcode protected to restrict access to the room/CT-simulator area and the glass-door must be of at least 20mm thickness. The glass-door must be automatically closed by some integrated mechanism. It should be able to open the glass-door widely to allow the CT-simulator machine to pass through.

9.9 The bidder must provide a 4mm lead laminated door that shield the maze entrance completely (the dimension of the maze entrance is about width 148cm x height 342cm). The maze door entrance must consist of a single layer of lead sheet covering all edges of the door so as to prevent radiation leakage. There must be an integrated 20mm window glass of dimension 30cm x 30cm at a height of 1.5m above the ground. A large, high-quality radiation sign symbol must be displayed on the front-side of the maze door. (Note: the 4 mm lead must cover the whole maze entrance of dimension 148cm x 342 cm, i.e. even above the false-ceiling. There must be NO gaps left between edges to prevent radiation leakage).

- 9.10 The bidder must provide a modern & esthetic safety system to chain the remote after-loader to the ground floor to prevent any theft.
- 9.11 The bidder must provide safety equipment for dealing with emergency situations/cases such as:
- i.) a mobile lead-shielded barrier on 360<sup>o</sup> rotating ball-bearing casters with large-handles to allow easy movement. The casters must be easily locked and unlocked. Dimensions of lead-shielded barrier must be of height 2000mm, width 1000 mm, thickness 50mm. It must contain a sufficiently thick small lead-glass window situated at a height of 1600mm from ground. The dimensions of the lead-glass window must be around 100mm (length) by 50mm (width).
  - ii.) Electronic personal dosimeters (6 in numbers), long forceps, suture-cutters, seed sensors/detectors, etc. Vendor to quote and specify additional safety tools to deal with emergency situation in case radioactive sources do not retract back to its safety container.
  - iii.) The bidder must provide two high-quality stopwatches with large digital displays.

Any other additional safety equipment/features must be specified and quoted by the bidder.

#### **10. Equipment Warranty and Service:**

- 10.1 The bidder must provide five years comprehensive warranty including all spares and labor from the date of completion of the satisfactory installation. The warranty charges shall **not** be quoted separately otherwise the offer shall be summarily rejected.
- 10.2 Five years warranty to start as from first patient treated as per Radiation Safety and Nuclear Security Authority norms.
- 10.3 Should quote for TEN years Maintenance Contract for the quoted machines, UPS, Battery and other accessories after warranty period.
- 10.4 Spare parts should be available for minimum of 10 years.
- 10.5 Source: (i) minimum 15 sources (Ir-192source) should be offered for 5 years period (one source in every four months interval or as and when required) to maintain HDR treatment delivery. The 15 sources cost should be quoted separately and this will be considered for financial calculation. Loading of new source and unloading of the decayed source, source transportation, source export and disposal will be part of the offer.
- 10.6 All required regulatory import and export permits must be obtained by the vendor/supplier/bidder. Source calibration certificate must be provided for each source.
- 10.7 The bidder must provide a price list of recommended consumables valid

for 5 years.

- 10.8 Factory trained service engineer/Applications specialists should be available in Cancer Hospital, Mauritius to look after the installation and maintainance of the system without patient treatment interruption.

## **11. Staff Training and Manual/documentations**

- 11.1 **Overseas Training** should be provided to at least three local teams consisting of three Radiation Oncologists and three Medical Physicists for two weeks overseas training in a center of excellence institution abroad where the same type and model of machine is being used.
- 11.2 **Local Training:** there should be two sessions of two weeks each of application training for the Oncologists and Medical Physicists. The first training shall be conducted just after installation of the machine. The second training session shall take place one month after.
- 11.3 The HDR brachytherapy should be commissioned by the vendor, and comprehensive training in commissioning should be provided to the local medical physicists.
- 11.4 User/Technical /Maintenance manuals to be supplied in English.
- 11.5 Certificate of calibration and service inspection should be provided.

## **12. Scope of Work for Site Modification:**

- 12.1 The supplier should inspect the proposed site offered by the Consignee, wherein the HDR BRACHYTHERAPY SYSTEM has to be installed. They are required to submit the plan of Flooring for the proper functioning of the HDR BRACHYTHERAPY SYSTEM or the project. The scope of work includes complete Electrical, Wall finishing, Air-conditioning. The supplier shall assist the user by providing necessary documentations/technical data for regulatory clearances and approvals from RSNSA/Local Regulatory Authority. (The site plan is attached herewith as Annexure I).
- 12.2 The cost of the site modification work should be included in your quote.
- 12.3 Bidders shall carry out the following modification works:
- i.) Electrical work
  - ii.) Air-conditioning (HVAC)
  - iii.) Flooring
  - iv.) Wall Finishing & Painting
  - v.) False Ceiling
- 12.4 The payment for site modification work shall be based on the Unit Price quoted by the supplier applied to the actual measurement of Site Modification work executed at the supplier at the site.
- 12.5 Bidder should clearly mention break-up price of each component of Site



Modification work separately.

- 12.6 The system should be installed and handed over in working condition with all necessary electrical, wall finishing, air-conditioning, flooring and plumbing work undertaken by the vendor in consultation with the user department.
- 12.7 Rate quoted for Site modification work, Furniture like desks, chairs, shelves etc; and the price quoted for 7 TRHVAC is included for L1 calculation of the bids.
- 12.8 The HDR BRACHYTHERAPY CENTRE shall consist of the following rooms:
  - i.) HDR BRACHYTHERAPY
  - ii.) Treatment Room
  - iii.) Console room
- 12.9 The supplier shall be required to specify the total load requirements for the HDR BRACHYTHERAPY centre including the load of air-conditioning, room lighting and for the accessories if any. The supply line will be provided by the Institute up to one point within the HDR BRACHYTHERAPY centre. The mains panel and distribution panel for HDR BRACHYTHERAPY SYSTEM, HVAC, and LIGHTING should be provided by the supplier. Few lights in HDR BRACHYTHERAPY SYSTEM, CONSOLE ROOMS, UPS ROOM shall be connected to the UPS to provide emergency lighting.
- 12.10 The bidder may quote the unit rates of any other site modification work activity which is not mentioned in the list below.

### **13. The Electrical Works:**

- 13.1 Wiring: – All interior electrical wiring with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. the wires shall be of copper of different capacity as per the load and should be of renowned make as listed below.
- 13.2 All necessary cabling like LAN, DICOM & PACS for data interface between TPS and HDR BRACHYTHERAPY SYSTEM; CT-SIMULATOR & HDR BRACHYTHERAPY SYSTEM should be provided with adequate number of terminals.
- 13.3 All the internal wiring including that of telephone, LAN, DICOM & PACS etc) will be concealed variety.
- 13.4 Earthing: Double-Earthing shall be provided with copper plate for the HDR BRACHYTHERAPY SYSTEM and all accessories like UPS. The earthing for the AC should also be done by the suppliers. The earthing cable/wire shall be routed end-to-end through an insulated conduit.
- 13.5 Switches light and power points should be of modular type and of standard make.

- 13.6 General lights– Ceiling mounted LED lighting panels, recessed 600x600 mm, should be provided. Light dimming facility should be provided wherever it is necessary.
- 13.7 All wires used must be FRLS (Fire Retardant with low smoke) type only.

#### **14. Air-Conditioning Works:**

- 14.1 The area marked for Site Modification work needs to be air-conditioned. Package Air Conditioners may be used according to room requirement and suitability. Humidity control should be provided to effectively eliminate moisture condensation on the equipment. The Air-conditioning system should be designed with standby unit(s) to provide uniform air-conditioning 24 x 7.
- 14.2 The outdoor units of AC should have grill coverings to prevent theft and damage.
- 14.3 Stand-alone Room Dehumidifiers of adequate capacity for HDR BRACHYTHERAPY SYSTEM Room, Console Room and TPS Room to be provided to ensure condensation- free atmosphere for the high value equipment.

#### **15. Environment Specifications:**

- 15.1 Humidity range: - Relative humidity 60% and 80% in all areas except equipment room which shall be as per requirement of the equipment.
- 15.2 Temperature ranges: -  $22 \pm 2^{\circ}\text{C}$  in all areas throughout the year, except equipment room which shall be as per requirement of the equipment.
- 15.3 Air-conditioning load: - The heat load calculations and maintaining the desired temperature and humidity shall be the responsibility of the supplier.
- 15.4 Electronic humidity meter must be supplied and installed by the vendor inside the brachytherapy bunker and the reading must be displayed at the control room area. The Humidity Meter must be European CE certified.

#### **16. Flooring Work:**

- 16.1 "600 mm x 600 mm vitrified tiles with 100 mm matching tile skirting in HDR BRACHYTHERAPY SYSTEM Room & Console Room. Note: Providing and laying approved quality, color, design and shade fully homogeneous 600x600 mm (thickness to be specified by the manufacturer) Vitrified tile flooring (Carbonite or Granamite, confirming to IS code 15622 with water absorption less than 0.08%) flooring in

pattern as detailed in drawing or as directed by the institute and grouted with matching color approved quality ready-made grout, curing, cleaning etc to required line level etc. all complete at all leads, lifts and heights to the entire satisfaction of the institute. Providing and fixing 2-3 mm thick POP protection over polythene covering sheet to flooring areas till handed over and cleaning, etc all complete as per drawings & Specification."

- 16.2 Floor leveling if required to be done by supplier. All installation related floor modification non-structural like Turntable pit, trench etc to be done by supplier.
- 16.3 The HDR BRACHYTHERAPY SYSTEM room, Console Room will be made rodent/pest proof.
- 16.4 Mode of measurement (finished surface area of the tiles shall be measured and paid. Rate shall be inclusive of providing and laying leveling course, PVC spacers, providing and applying epoxy grout and no additional payment shall be made for wastage.

#### **17. Wall Finishing and Painting:**

- 17.1 Two coats Plastic Emulsion Paint over 2 coats of wall putty including primer in all areas not covered by wall tiles. Color to be approved by institute.
- 17.2 Wall Tiles: - High quality density Vitrified Tiles clad on the side walls up to a uniform height of 1200 mm in all rooms; except UPS & equipment rooms. Color to be approved by institute. Note: - Providing all tools, tackles, materials, manpower for applying plastic enamel paint over.
- 17.3 Coats of wall putty including primer in all areas, of approved brand and manufacture and approved shade finished with roller to wall & ceilings surfaces, in 2 coats over a coat of approved quality primer on the plastered/POP surface, POP board/Gypsum board surfaces including scaffolding, preparation of surface, sanding, light sanding, work platform, painting equipment/apparatus etc. required to complete interior grade finish etc. at all heights & levels complete as per drawings & Specifications.

#### **18. False Ceiling:**

- 18.1 Acoustical tile for ceiling with light weight insulating material of high quality supported on grid or finished seamless with support above ceiling. To be finished with white paint or powder coated with white paint, if metallic. The false ceiling panels should be of reputed brands.

## **19. Miscellaneous:**

- 19.1 The HDR BRACHYTHERAPY SYSTEM room shall be provided with wall-mounted storage cupboards within HDR BRACHYTHERAPY SYSTEM room; to store: Dosimetry & QA Items, HDR BRACHYTHERAPY SYSTEM accessories. Refer to section 7.1 of this document.
- 19.2 Sufficient number of Open Racks of high Quality should be provided to house the immobilization materials within HDR BRACHYTHERAPY SYSTEM room.
- 19.3 TPS room should be provided with LED X-ray film viewer with adjustable brightness and capable of holding 3 films of 14"x17" size - 2 nos.
- 19.4 The CONSOLE room shall be provided with Wall-mounted Storage cupboards with MDF laminate shutters; to be fixed on the wall above the workstation (approximation 1800mm length; 750 mm height; 300 mm depth).

## **20. Furnitures:**

- 20.1 Ergonomically revolving chairs of adjustable-height, high-backed swivel with hand-rest for Control room, TPS room – 4 Nos.
- 20.2 Professional grade desks/Workstation/Tables for Console room & TPS room:
- 20.3 The Console room and TPS room should be provided with suitable workstations(s) of reputed brand, to accommodate the various Terminals in Console Room, TPS Room. The Workstation shall be providing with enough power sockets, LAN sockets etc. to enable smooth functioning of the HDR BRACHYTHERAPY SYSTEM and TPS, CWs, Laptops and QA/QC equipment."
- 20.4 Book shelves: - Four-door book case with glass doors, height approx. 1700 mm; to store manuals; CD/DVDs, spares, etc - 4 Nos.
- 20.5 Shoes Rack- 1 Nos.

21. SITE PLAN of HDR BRACHYTHERAPY

