Dear Sir/Madam,

ANNUAL SUPPLY OF PHARMACEUTICAL PRODUCTS  
(Anti Coagulant, Ace Inhibitors, etc.)
Tender Ref: MHPQ/PHARM/2019-2020/Q211 OIB
[Warfarin Sodium tab 1 mg, etc]

Please refer to our Notification dated 22 February 2021 regarding the abovementioned tender.

2. You are hereby informed that your offer for the supply of annex Pharmaceutical Products as per annex has been approved for the total amount of Rs 3,002,100 (Rupees three million two thousand and one hundred only) inclusive of all charges in accordance with the terms and conditions stipulated in the bidding document.

3. Delivery should be effected to the Manager, Procurement and Supply, Ministry of Health and Wellness, Central Supplies Division, (Section A), Plaine Lauzun, Mauritius. Delivery schedule specified in the bidding document should be strictly adhered to.

4. The Expiry Date of the products should be clearly inscribed on the primary and secondary packaging materials. The shelf life should not be less than 18 months' duration as from the date of receipt on our premises. In case the shelf life is less than 18 months, you should inform the Ministry of Health and Wellness accordingly and wait for the Ministry's approval and conditions before effecting delivery.

5. The Pharmaceutical Products which bear shorter shelf life shall not be accepted unless prior approval of the Ministry has been obtained. However, the Ministry shall return for exchange any quantity from the order bearing shorter shelf life upon expiry thereof.

6.(i) All primary and secondary packaging materials should bear the label "MOH & W - NOT FOR SALE."

(ii) A manufacturer who has been awarded more than one item should ensure that the products to be delivered do not look alike as regards the size, colour and artwork of the packaging and also the colour of the tablets/capsules.

7. In accordance with ITB 7.1 (d) and GCC 10 of the Bidding Documents, wholesalers/traders shall furnish documentary evidence of the traceability path to the manufacturer. These documents (packing list, airway bill/bill of lading and Certificate of Analysis, etc.) shall reach the Purchaser prior to the delivery of the consignments.
8. All the Certificates of Analysis of these products bearing Batch Number, Manufacturing Licence Number and Product Licence Number should be forwarded to the Principal Pharmacist, Central Supplies Division, for clearance, failing which the consignment will not be accepted at the Central Supplies Division, Plaine Lauzun.

9. You should strictly comply with the conditions of this contract, failing which the Ministry will make alternative arrangements for the procurement of these items and any excess expenses incurred will be claimed from your company. **Liquidated damages for delays will be charged at the rate of 0.5% for value of the undelivered goods for each week up to a maximum of 10% of the contract amount. Any sum due or which may become due to you shall be deductible from any outstanding payment.**

10. With regard to payment, Goods Form No. 1, will be drawn by the Central Supplies Division. Upon satisfactory execution of the contract, the purchase order forms will be completed and the amount invoiced will be credited into your bank account. You are requested to submit a copy of the Delivery Note and your Bank Account Number to this Ministry.

11. This Letter of Award together with our Invitation to Bid (MHPQ/PHARM/2019-2020/Q211 OIB), your offer dated 25 August 2020, and our notification dated 22 February 2021 shall constitute a binding agreement between you and the Ministry of Health and Wellness.

12. You are required to submit within **twenty eight (28) days** a Performance Security (representing 10% of the contract value) in the form of a Bank Guarantee issued by a Commercial Bank operating in Mauritius. The Performance Security which should be valid for a period of **eleven (11) months** as from the date of issue should be submitted to the Registry Section, Ministry of Health and Wellness, 10th Floor, Emmanuel Anquetil Building, Port Louis. **Failure to comply with this clause may entail automatic cancellation of the order.**

Yours faithfully,

[Signature]

Dr S. Ramasawmy
for Ag. Senior Chief Executive
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Total cost (Rs)</th>
<th>Delivery Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>AC-A1</td>
<td>Warfarin Sodium tab 1 mg (9,286 blister packs of 28 tabs) BP/USP [Crescent Pharma – UK]</td>
<td>260,008 (as per pack size)</td>
<td>244,400</td>
<td>2-3 months as from the date of Letter of award</td>
</tr>
</tbody>
</table>
| AC-A2   | Warfarin Sodium tab 3 mg (78,214 blister packs of 28 tabs) BP/USP [Crescent Pharma – UK] | 2,189,992 (as per pack size) | 2,343,300 | 1,094,996: 2-3 months as from the date of Letter of award  
1,094,996: 6 months as from the date of Letter of award (from fresh batch) |
| AC-A3   | Warfarin Sodium tab 5 mg (10,000 blister packs of 28 tabs) BP/USP [Crescent Pharma – UK] | 280,000 | 414,400 | 140,000: 2-3 months as from the date of Letter of award  
140,000: 6 months as from the date of Letter of award (from fresh batch) |
1. Bid Form

Date: 25.08.2020

MHPO/PFARM/2019-2020/Q211OIB

Annual Supply of Pharmaceutical Products (Anti Coagulant, Ace Inhibitors, Antihypertensive, Cardiovascular Injectables & Oral) For Fancial Year 2020-2021

To: The Ministry of Health & Wellness
Emmanuel Anquetil Building-PortLouis

Dear Sir or Madam:

1. Having examined the Bidding Documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said Bidding Documents for the sum of:

Rs. Seventy-seven million six hundred and seventy-one thousand and five hundred only. (Rs. 77,671,500.00)

(hereinafter called “the Total Bid Price”) or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

2. We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our bid is accepted, we undertake to provide a Performance Security in the form, in the amounts, and within the times specified in the Bidding Documents.

NOVEL LINE PHARMA CO. LTD
The Junction Business Hub
Arsenal, Calebasses
4. We agree to abide by this bid, for the Bid Validity Period specified in Clause 18.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

6. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

7. We have no conflict of interest in accordance with ITB Sub-Clause 4.4;

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

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

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

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

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

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

11. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
12. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the Contract, are listed below:

<table>
<thead>
<tr>
<th>Name and Address of Agent</th>
<th>Amount and Currency</th>
<th>Purpose of Commission or Gratuity</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td>NONE</td>
<td>NONE</td>
</tr>
</tbody>
</table>

(if none, state "none")

Dated this 25.08.2020
Name: Paul Lavictoire
In the capacity of Director
Signed: [Signature]

Duly authorized to sign this bid for and on behalf of Novel Line Pharma Co Ltd

Date: 25.08.2020
Seal of Company: [Stamp]

NOVEL LINE PHARMA CO. LTD
The Junction Business Hub
Arsenal, Calebasses