**Award of Procurement Contract**

**Notice Under Section 40(7) of the Public Procurement Act**

This is to notify that, following the bidding exercise carried out by the Ministry of Health and Wellness for the “Supply, Installation, Testing and Commissioning of Haemodialysis/Haemodiafiltration Machines combined with Compatible Portable Water Treatment Plants and Water Treatment Plant for Souillac and 4 Regional Hospitals”, (Ref No: MHPQ/EQ/2020-2021/Q25), the contract has been awarded as follows:-

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Bidder</th>
<th>Address</th>
<th>Contract Price (Rs) excl. VAT</th>
<th>Total Cost of Maintenance (Rs) excl. VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Haemodialysis/Haemodiafiltration machines combined with Compatible Portable Water Treatment Plants (6 units)</td>
<td>Chemical &amp; Technical Suppliers (I.O) Ltd</td>
<td>1-10 Sainte Marie Road, Riche Terre</td>
<td>7,500,000.00</td>
<td>2,460,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Supply, Installation, Testing and Commissioning of Water Treatment Plant for the existing Dialysis Unit (1 unit)</td>
<td></td>
<td></td>
<td>5,878,500.00</td>
<td>2,350,000.00</td>
</tr>
</tbody>
</table>

Ag. Senior Chief Executive  
Ministry of Health and Wellness  
5th floor, Emmanuel Anquetil Building  
SSR Street  
Port Louis  
10 May 2021
MHPDO/EQ/2020-2021/DO69

Dear Sir,

Supply, Installation, Testing and Commissioning of
Haemodialysis/Haemodiafiltration Machines combined with Compatible Portable
Water Treatment Plants and Water Treatment Plant for Souillac and 4 Regional
Hospitals


We wish to inform you that your offer for the Supply, installation, Testing and Commissioning of Haemodialysis/Haemodiafiltration Machines combined with Compatible Portable Water Treatment Plants and Water Treatment Plant for Souillac and 4 Regional Hospitals as per Annex A, for the amount of Rs 13,378,500.00 (Rupees Thirteen Million Three Hundred and Seventy Eight Thousand Five Hundred only), inclusive of all applicable charges, duties and taxes and exclusive of VAT, subject to the specifications, terms and conditions of the bidding documents, has been approved.

3. Any increase/decrease resulting from a fluctuation in the rate of exchange will be adjusted accordingly by the Ministry.

4. The equipment should be delivered within twelve (12) weeks as from the date of this Letter of Award, to the Assistant Manager Procurement and Supply of the respective Hospitals.

5. Warranty shall be provided for a period of two (2) years as from the date of successful commissioning of the equipment.

6. The installation and commissioning certificate must be signed by the User Department, the Biomedical Unit/Surgical Technologist/Representative of the ESD and your Representative.
7. Liquidated damages for any delay will be charged at the rate of 0.5% of the value of undelivered goods to the Ministry for each week that delivery is delayed up to a maximum of 5% of the value of the undelivered goods, after which the contract shall be considered as terminated.

8. The equipment will have to be maintained after warranty period for an initial period of one year subject to satisfactory servicing and maintenance of the equipment during the warranty period on a labour & spare parts contract, exclusive of VAT as follows:

<table>
<thead>
<tr>
<th>PERIOD</th>
<th>ITEM NO. 1 (RS) – 5 UNITS</th>
<th>ITEM NO. 2 (RS) – 1 UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>192,000</td>
<td>190,000</td>
</tr>
</tbody>
</table>

The maintenance contract may be renewed upon satisfactory performance on a yearly basis for a further period of nine years as follows:

<table>
<thead>
<tr>
<th>PERIOD</th>
<th>ITEM NO. 1 (RS)</th>
<th>ITEM NO. 2 (RS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 2</td>
<td>204,000</td>
<td>200,000</td>
</tr>
<tr>
<td>Year 3</td>
<td>216,000</td>
<td>210,000</td>
</tr>
<tr>
<td>Year 4</td>
<td>228,000</td>
<td>220,000</td>
</tr>
<tr>
<td>Year 5</td>
<td>240,000</td>
<td>230,000</td>
</tr>
<tr>
<td>Year 6</td>
<td>252,000</td>
<td>240,000</td>
</tr>
<tr>
<td>Year 7</td>
<td>264,000</td>
<td>250,000</td>
</tr>
<tr>
<td>Year 8</td>
<td>276,000</td>
<td>260,000</td>
</tr>
<tr>
<td>Year 9</td>
<td>288,000</td>
<td>270,000</td>
</tr>
<tr>
<td>Year 10</td>
<td>300,000</td>
<td>280,000</td>
</tr>
</tbody>
</table>

9. You should provide free of charge, local training for the proper operation of the equipment, to the User/Technical Staff as per the conditions of your offer. The venue of the local training would be the site of the Department where the equipment will be installed.

10. Payment on Goods Form 1, which will be drawn by the Procurement and Supply Section of the respective hospitals, upon confirmation by the User Department that the equipment have been delivered, installed and commissiond satisfactorily and are in good running condition, will be credited to your Bank Account.
11. The following documents, in original, should consequently be submitted to the Procurement and Supply Section for payment purposes:

(i) Duly signed Goods Form 1;
(ii) Commercial Invoice, your bank name, address and bank account number;
(iii) Duly signed delivery note;
(iv) Warranty Certificate – Three copies; and

12. You are requested to submit within twenty-eight (28) days as from the date of this letter, 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 security should be valid for a period of twenty eight (28) days beyond the warranty period which takes effect after the commissioning of the equipment and should be submitted to the Registry Section, Procurement Unit, Ministry of Health and Wellness, 10th Floor Emmanuel Anquetil Building, Port Louis. In the event of delay in the delivery and/or commissioning of the equipment, you shall agree to an extension of this security for the period mentioned above. Failure to submit the required performance security within the prescribed time limit shall result in an automatic cancellation of the Award.

13. Any correspondence or query in regard to this Award should be addressed to the Ag. Senior Chief Executive, Attn: Mr. R. Nursing, Deputy Permanent Secretary, 5th floor, Ministry of Health and Wellness, Emmanuel Anquetil Building, SSR Street, Port Louis (Fax No. 211-6864).

14. Please acknowledge receipt of this Letter of Award by return fax (211-6864) within five (5) days as from the date of issue of this letter.

Yours faithfully,

P. Mawah
For Ag. Senior Chief Executive
## Annex A

### Supply, Installation, Testing and Commissioning of Haemodialysis/Haemodiafiltration Machines combined with Compatible Portable Water Treatment Plants and Water Treatment Plant for Souillac and 4 Regional Hospitals

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>Quantity/Unit</th>
<th>Place of Delivery</th>
<th>Rate (Rs)</th>
<th>Total Amount (excl. VAT) (Rs)</th>
</tr>
</thead>
</table>
| 1       | (a) Supply, Installation, Testing and Commissioning of Haemodialysis/Haemodiafiltration Machines combined with Compatible Portable Water Treatment Plants  
Make: Fresenius  
Model: 5008S  
Origin: Germany  
(b) Compatible Portable Water Treatment Plants  
Make: Fresenius  
Model: Aqua WTU 125  
Origin: Germany | 6 units | SSRN ICU – 1 unit  
Victoria ICU D4 – 1 unit  
Victoria ICU  
Carlic – 1 unit  
J. Nehru ICU – 1 unit  
B. Cheong ICU – 1 unit  
Souillac Isolation ICU – 1 unit | 1,250,000.00 | 7,500,000.00 |
| 2       | Supply, Installation, Testing and Commissioning of Water Treatment Plant for the existing Dialysis Unit  
Make: Fresenius  
Model: Aqua B PLUS B 2  
Origin: Germany | 1 Unit | Victoria Dialysis Unit – 1 unit | 5,878,500.00 | 5,878,500.00 |

Total Amount (Rs) inclusive of all applicable charges duties and taxes and exclusive of VAT: 13,378,500.00
Bid Submission Form

Date: 21/12/2020
Procurement Ref. No.: MHPQ/EQ/2020-2021/Q25
Alternative No.: Not Applicable

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

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No: Not Applicable.

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services **Supply, Installation, Testing and Commissioning of Haemodialysis / Haemofiltration Machines combined with Compatible Portable Water Treatment Plants and Water Treatment Plant for Souillac and 4 Regional Hospitals**.

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is: **Mauritian Rupees thirteen million, three hundred and seventy eight thousand and five hundred only (Rs 13,378,500)**

(d) The discounts offered and the methodology for their application are: **Discounts. If our bid is accepted, the following discounts shall apply: Not Applicable**

Methodology of Application of the Discounts. The discounts shall be applied using the following method: **Not Applicable**

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

[Signature]

Nadine Adam
Director
Chemical & Technical Suppliers (I.O.) Ltd
P.O. Box 742 B.V. Port Louis, Mauritius
VAT REG. No. VAT29014881

MINISTRY OF HEALTH AND WELFARE
Tender No: 21.12.1.1........
21 DEC 2020

1-10 Sainte Marie Road, 21813 Riche Terre, Mauritius
Tel: +230 217 1000/1/2 – Fax: +230 217 7981
If our bid is accepted, we undertake to obtain a Performance Security in accordance with ITB Clause 45 and GCC Clause 18 for the due performance of the Contract;

We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries: Citizen of Mauritius

We have no conflict of interest in accordance with ITB Sub-Clause 5.2;

Our firm, its affiliates or subsidiaries—including any subcontractor or supplier for any part of the contract—have not been declared ineligible by an international financing agency such as the World Bank, African Development Bank or any other international agency or under the Laws of Mauritius or official regulations in accordance with ITB Sub-Clause 5.3;

We declare that we “do not qualify” for Margin of Preference as per Table below, and has submitted documentary evidence in this respect.

<table>
<thead>
<tr>
<th>Description of Bidder</th>
<th>Applicable Margin of Preference</th>
<th>Bidder to tick as appropriate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small and medium Enterprise bearing the ‘Made in Moris’ certification for the locally manufactured goods proposed</td>
<td>40%</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Small and medium Enterprise proposing locally manufactured goods</td>
<td>30%</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Local companies proposing locally manufactured goods</td>
<td>20%</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

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

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

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

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

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

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

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

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

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

Signed:

In the capacity of Director

Name: Nadine Adam

Duly authorized to sign the bid for and on behalf of: Chemical & Technical Suppliers (I.O) Ltd

Dated on 21st day of December, 2020