



**MINISTRY OF HEALTH AND WELLNESS**

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**Award of Procurement Contract**  
**Notice under section 40(7) of the Public Procurement Act**  
**MHPQ/MDIS/2022-2023/Q28**  
**Procurement of Glucose Meter and Test Strips**  
**for the determination of glucose in blood for 24 months**

This is to notify that, following the bidding exercise carried out by the Ministry of Health and Wellness for the **Procurement of Glucose Meter and Test Strips for the determination of glucose on blood for 24 months (IFB Reference No: HEALTH/IFB/2023/1149)**, the contract has been awarded to **Pharmacie Nouvelle Ltd, Michael Leal Avenue, Pailles** for the sum of **Rs. 34,280,000.00 (Rupees thirty-four million two hundred and eighty thousand only) excluding VAT.**

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

**Date: 11 October 2023**



AG/VK/PN

05<sup>th</sup> October 2023

The Registry  
Procurement Unit  
Ministry of Health and Wellness  
10<sup>th</sup> floor  
Emmanuel Anquetil Building  
Port Louis

Fax: 214 9006

Attention of Mr. D.Conhyc

Dear Mr. Conhyc

**RE: MHPDO/MDIS/2023-2024/DO 21**

This refers to your letter of award dated 04th October 2023.

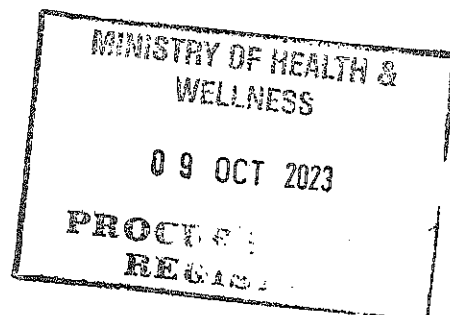
We are pleased to accept same and note that performance security will be submitted accordingly.

Wish you safe receipt,

Yours sincerely,

Ashwin Ghurburrin

Manager of Medical & Laboratory Equipment Department  
Pharmacie Nouvelle Ltd



## Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System  
 Document Name: PROCUREMENT OF GLUCOSE METER AND TEST STRIPS FOR THE DETERMINATION OF GLUCOSE IN BLOOD FOR 24 MONTHS  
 Tender NO. : HEALTH/IFB/2023/1149

				(Project Site) as specified in BDS	(Week)		Delivery Period (Week)
1	Glucose Meter	5000	Unit	Central Supplies Division, Section B, Ministry of Health and Wellness, Plaine Lauzun, Port Louis	Delivery in two (2) equal consignments at an interval of six (6) to eight (8) months. First delivery to be effected within four (4) months as from the date of Letter of Acceptance	Delivery in two (2) equal consignments at an interval of six (6) to eight (8) months. First delivery to be effected within four (4) months as from the date of Letter of Acceptance	AS PER DELIVERY SCHEDULE
2	Test strips for determination of glucose in blood to be compatible with item 1(A)	210000	Box of 50	Central Supplies Division, Section B, Ministry of Health and Wellness, Plaine Lauzun, Port Louis	Delivery in six (6) equal consignments at an interval of four (4) months. First delivery to be effected within four (4) months as from the date of Letter of Acceptance	Delivery in six (6) equal consignments at an interval of four (4) months. First delivery to be effected within four (4) months as from the date of Letter of Acceptance	AS PER DELIVERY SCHEDULE

### BID SUBMISSION FORM (SIMPLE - GOODS) (VER. 1.0)

If the prices in the Price Schedule or Bill of Quantities have been reworked please click on 'Decrypt' to ascertain that the amount and currencies in the Bid Submission Form match the amended prices:

Insert N/A if response is NOT APPLICABLE or N/AV if response is NOT AVAILABLE:

**To:**

We, the undersigned, declare that::

Ministry of Health and Wellness

(a) We have examined and have no reservations to the Bidding Documents, including Addenda Number:

Addendum No 1 dated 29 March 2023

(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:

Procurement of Glucose meter and test Strips for the determination of glucose in blood for 24 months

(c) The total price of our Bid, excluding VAT and any discounts offered in item (d) below, is:

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**Bid price, excluding VAT and discount, for base offer:**

Amount in figures	Item Reference
3428000.00 Mauritian Rupee <small>(Thirty Four Million Two Hundred Eighty Thousand Rupees Only)</small>	1 A and 1B

**Bid Price for first option (at Bidder's discretion, where applicable) excluding VAT and discount:**

Amount in figures	Item Reference
0 Mauritian Rupee <small>(Zero Rupee Only)</small>	NA

**Bid Price for second option (at Bidder's discretion, where applicable) excluding VAT and discount:**

Amount in figures	Item Reference
0 Mauritian Rupee <small>(Zero Rupee Only)</small>	NA

(d) If our bid is accepted, the following discounts, excluding VAT, shall apply:

**Discount and methodology of its applications for base offer (at Bidder's discretion, where applicable)::**

Amount in figures	Methodology of application	Item Reference
0	NA	NA

**Discount and methodology of its applications for first option (at Bidder's discretion, where applicable)::**

Amount in figures	Methodology of application	Item Reference
0	NA	NA

**Discount and methodology of its applications for second option (at Bidder's discretion, where applicable)::**

Amount in figures	Methodology of application	Item Reference
0	NA	NA

(e) Our bid shall be valid for a period as specified in ITB 90 days  
 18.1. from the date fixed for Bid Submission Deadline in  
 according to ITB sub-clause 21.1:

(f) If our bid is accepted, we undertake to obtain a Performance Security in accordance with ITB Clause 36 and GCC Clause 32 for the due performance of the Contract;

**(g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries:**

MAURITIUS, GERMANY/USA

(h) We have no conflict of interest in accordance with ITB Sub-Clause 4.4;:

(i) Our firm, its affiliates or subsidiaries-including any subcontractor or supplier for any part of the contract-have not been declared ineligible by an international financing agency such as the World Bank, African Development Bank or any other international agency or under the Laws of Mauritius or official regulations in accordance with ITB Sub-Clause 4.6:

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**(j) Margin of Preference:**

We do not apply for Margin of Preference

**(k) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract (if none has been paid or is to be paid, indicate 'NONE') :**

NONE

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

(m) We are hereby submitting copy of our Bid Security, if so required by the procuring entity, in lieu of the Bid Securing Declaration.:

(n) 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.:

(o) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.:

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

**Name of Person duly authorized to digitally signing the bid:** JEAN NOEL LENNON

COO

**In the capacity of:**

**Duly authorized to digitally sign the bid for and on behalf of:** PHARMACIE NOUVELLE LIMITED

Bid Securing Declaration:

By subscribing to the undertaking in respect of paragraph (l) of the Bid Submission Form: I/We accept that I/we may be disqualified from bidding for any contract with any Public Body for the period of time that may be determined by the Procurement Policy Office under section 35 of the Public Procurement Act, if I am/we are\* in breach of any obligation under the bid conditions, because I/we: (a) have modified or withdrawn my/our Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Form; or (b) have refused to accept a correction of an error appearing on the face of the Bid; or (c) having been notified of the acceptance of our Bid by the public body during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders. I/We understand this Bid Securing Declaration shall cease to be valid (a) in case I/we am/are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me/us; or (b) if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid. In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.:

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Tender NO. : HEALTH/IFB/2023/1149



Ministry of Health and Wellness

MHPQ/MDIS/2022-2023/Q28  
HEALTH/IFB/2023/1149

29 March 2023

**Procurement of Glucose Meter and Test Strips for the determination of  
glucose in blood for 24 months**

**ADDENDUM No. 1**

To: All Potential Bidders

Please refer to this Ministry's invitation for bids dated **08 March 2023** on the above subject.

2. Following requests for clarification from potential bidders, please find below the corresponding information:

S.N	Query	Reply
1.	Specifications (r) – It is mentioned 30 lancets, however, below in (NB) it is requested 10 lancets. Please confirm whether the quantity is 30 lancets or 10?	<b>With each apparatus, 30 lancets to be provided when awarded. At least 10 lancets are required to be submitted as samples for evaluation.</b>
2.	Item 1 (b) specify 210,000 strips?	<b>Our requirement is 5,000 glucose meters with 30 lancets to be provided when awarded. Therefore, the quantity of strips required is 210,000 boxes of 50 strips each.</b>
3.	According to reports, alternative sites testing is not recommended. The disadvantage of alternative site testing is that there is usually less blood flow to alternate sites. It prevents the reading from being accurate when the blood sugar level is changing. Could this criteria be ruled out?	<b>Provision for alternate site testing is recommended.</b>

## Section V. Special Conditions of Contract (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### 1. Definitions (GCC Clause 1)

GCC 1.1 (h) - The Purchaser is: **Ministry of Health and Wellness.**

GCC 1.1 (m) - The Project Site / Destinations is:

**Central Supplies Division, Section B  
Attention: Manager Procurement and Supply  
Plaine Lauzun  
Port Louis.**

### 2. Country of Origin (GCC Clause 7 (7.2))

All countries and territories are eligible subject to compliance of Mauritius with the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

### 3. Inspections and Tests (GCC Clause 26)

Inspections and tests at final acceptance are as follows: **Samples submitted at time of bid submission shall be compared against consignment delivered to assure that they are identical and as per the technical Specifications, Terms and Conditions of Contract.**

### 4. Packing (GCC Clause 23)

The packing, marking and documentation within and outside the packages shall be as follows:

**The markings inside are:  
SOLD TO MOH & W – NOT FOR RESALE**

**The markings outside are:  
The Senior Chief Executive  
Attention: Manager Procurement and Supply  
Central Supplies Division,  
Ministry of Health and Wellness,  
Plaine Lauzun,  
Port Louis**

### 5. Delivery and Documents (GCC Clause 13)

Delivery shall be effected as per the **List of Goods and Delivery Schedule** at pages 39 to 41 of the bidding documents.



The documents to be furnished by the Supplier are:

- i. Original Delivery Note
- ii. Original Invoice
- iii. Documentary evidence certifying payment of VAT
- iv. Bank name, address and account number
- v. Documentary evidence in compliance with Government Notice No. 59 of 2020 [The Consumer Protection Act (Price and Supplies Control) Act] (if applicable).

**6. Insurance (GCC Clause 24)**

GCC 10.1 - The insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from «warehouse to warehouse» on «All Risks» basis, including war risks and strikes.

**7. Payment (GCC Clause 16)**

**(a) Payment for Goods and Services supplied from local suppliers (goods already imported) on the basis of DDP:**

Payment for Goods and Services supplied from local suppliers shall be made in Mauritian Rupees, as follows:

**On Acceptance:** The Contract Price of Goods received shall be paid within twenty-one (21) working days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser. In case the Supplier is an SME, payment will be effected within 14 working days.

**(b) Payment for goods from local Manufacturer:**

Payment for Goods and Services supplied from local manufacturers shall be made in Mauritian Rupees as follows:

**On Acceptance:** The Contract Price of Goods received shall be paid within twenty-one working (21) days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser. In case the Supplier is an SME, payment will be effected within 14 working days.

**8. Performance Security (GCC Clause 18)**

GCC 18.3 - The Performance Security shall be denominated in Mauritian Rupees

**9. Liquidated Damages (GCC Clause 22)**

GCC 27.1 - Applicable rate: The liquidated damages shall be 0.5 % per day of delay for amount of undelivered goods.

Maximum deduction:

The maximum amount of liquidated damages shall be 10% of the final contract price of undelivered goods, after which the contract shall be considered as terminated.

#### 10. Resolution of Disputes (GCC Clause 10)

GCC 10.2 - The dispute resolution mechanism to be applied pursuant to GCC Clause 10.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Mauritius.

#### 11. Notices (GCC Clause 8)

GCC 8.1 - Purchaser's address for notice purposes:

**The Senior Chief Executive**  
**Attn. Assistant Manager Procurement and Supply, Medical Disposables Section**  
**Room No. 1009**  
**Ministry of Health and Wellness,**  
**10<sup>th</sup> Floor, Emmanuel Anquetil Building,**  
**SSR Street, Port Louis**

**Tel. No.: +230 201 2334**

**Fax No.: +230 211 6864**

#### 12. Performance Security (GCC 18)

- 12.1 (i) A Performance Security shall be required for contracts as from Rs 100,000.  
(ii) The Performance Security shall be: 10% of the contract value and shall be in the form of a Bank Guarantee as per Performance Security Sample Form and shall be valid for a period of 28 (twenty-eight) days beyond the contract period.  
(iii) In the event of delay in the delivery of the item(s), the Supplier shall extend the Performance Security for the period mentioned above.

12.2 If required, the Performance Security shall be denominated in Mauritian Rupees.

12.3 Discharge of the Performance Security shall take place not later than twenty-eight (28) days following the completion of the supplier's performance under the contract to the satisfaction of the purchaser. Otherwise, it will be forfeited.

13. Shelf Life for item no. 1(B) shall be **at least twelve (12) months** as from date of delivery of the consignment.