

46a (12)

Ministry of Health and Wellness

MHPDO/MDIS/2023-2024/DO 20

28 September 2023

The Director
Y & S Trading Co Ltd
Attn: Mr. Sadayen Yeten
60A Avenue Edgar Quirin
Phoenix

Tel No: 696 5349
Fax No: 698 8724

Dear Sir,

Procurement of Medical Latex Gloves for all Hospitals

Please refer to this Ministry's Notification Letter dated 25 September 2023 and to your offer dated 11 August 2023 in response to our Invitation for Bids MHPQ/MDIS/2022-2023/Q40 dated 11 July 2023 on the above subject.

2. We wish to inform you that your offer for the **Supply of Medical Latex Gloves for all Hospitals** as per Annex A, for the total amount of Rs 24,151,560.00 (Rupees Twenty-four Million One Hundred Fifty-one Thousand Five Hundred and Sixty 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. 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

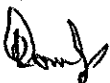
4. The shelf life of the items shall be at least twenty-four (24) months at time of delivery of each consignment.

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despatched by fax +
registered post
28/09/23

5. The items should be delivered to the **Assistant Manager Procurement and Supply, Section B, Central Supplies Division**, Ministry of Health and Wellness, Plaine Lauzun, Port Louis as per **Annex A**. The Officer in Charge of Section B at Central Supplies Division should be informed **two (2) days in advance** prior to delivery on 212 0813 / 212 2339.
6. Liquidated damages will be charged at the rate of **0.5%** per day of delay, if any, for the amount of undelivered goods to the Ministry up to a maximum of **10%** of the final contract price of undelivered goods, after which the contract shall be considered as terminated.
7. Upon confirmation by **User Department** that the items have been delivered in good condition, and in compliance to specifications, Goods Form 1 will be drawn by the Procurement and Supply Section, Section B, Central Supplies Division and payment will be credited to your bank account by the Finance Section of the Ministry after signature of Goods Form 1.
8. The following documents should subsequently be submitted to the Procurement and Supply Section, for payment purposes:
- (i) **Duly signed Goods Form 1;**
 - (ii) **Duly signed Original Delivery note;**
 - (iii) **Duly signed Original Invoices; and**
 - (vi) **Your bank name and bank account number.**
9. Any increase / decrease resulting from a fluctuation in the rate of exchange within the schedule of delivery agreed upon by the Ministry will be adjusted accordingly.
10. You are requested to submit **within twenty-eight (28) days** as from 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 delivery schedule** and should be submitted to the **Procurement Registry, Ministry of Health and Wellness, 10th Floor, Emmanuel Anquetil Building, Port-Louis**. In the event of delay in the delivery schedule, you shall extend this security for a period of twenty-eight days (28) days following the date of completion of your performance obligations under the contract. Failure to provide the required **Performance Security** within the prescribed time shall result in an automatic cancellation of the Award. No items will be accepted prior to submission of a valid Performance Security.
11. Any correspondence or query in regard to this Award should be addressed to the Senior Chief Executive, **Attn: Mrs. B. S. Gungadeen**, 5th Floor, Ministry of Health and Wellness, Emmanuel Anquetil Building, SSR Street, Port-Louis (fax no: 214 3323).
12. Please acknowledge receipt of this Letter of Award by return fax **211 6864 / 214 9006** within **five (5) days** as from the date of issue of this letter.
13. This Letter of Award and your offer dated **11 August 2023** shall constitute a binding agreement between you and the Ministry of Health and Wellness.

Yours faithfully,



D. Conhye
for Senior Chief Executive

Item N°	Description of Goods	Quantity (Box of 100)	Make/ Country of Origin	Rate (Rs.)	Amount (Rs.)
1	Disposable non-powdered ambidextrous latex gloves for use in Wards and laboratories, non-sterile, size medium , box of 100	90,000	A1 Globe/ Malaysia	118.39	10,655,100.00
2	Disposable non-powdered ambidextrous latex gloves for use in Wards and laboratories, non-sterile, size large , box of 100	96,000		118.39	11,365,440.00
Delivery schedule for items 1 & 2	<u>Earliest Delivery</u> Delivery in three (3) equal consignments as follows: First: 6 weeks Second: 26 weeks Third: 39 weeks	<u>Latest Delivery</u> Delivery in three (3) equal consignments as follows: First: 13 weeks Second: 29 weeks Third: 42 weeks			
3	Disposable non-powdered ambidextrous latex gloves for use in Wards and laboratories, non-sterile, size small , box of 100	18,000	A1 Globe/ Malaysia	118.39	2,131,020.00
Delivery schedule for item 3	<u>Earliest Delivery</u> Delivery in one (1) consignment within six (6) weeks as from date of Letter of Award	<u>Latest Delivery</u> Delivery in one (1) consignment within thirteen (13) weeks as from date of Letter of Award			
TOTAL					24,151,560.00

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
 Document Name: PROCUREMENT OF MEDICAL LATEX GLOVES FOR ALL HOSPITALS
 Tender NO. : HEALTH/IFB/2023/1347

2	Disposable non-powdered ambidextrous latex gloves for use in Wards and laboratories, non-sterile, size large, box of 100	96000	Box of 100	Central Supplies Division, Section B, Ministry of Health and Wellness, Plaine Lauzun, Port Louis	Delivery in three (3) equal consignments as follows First 6 weeks Second 26 weeks Third 39 weeks	Delivery in three (3) equal consignments as follows First 13 weeks Second 29 weeks Third 42 weeks	AS REQUESTED
3	Disposable non-powdered ambidextrous latex gloves for use in Wards and laboratories, non-sterile, size small, box of 100	18000	Box of 100	Central Supplies Division, Section B, Ministry of Health and Wellness, Plaine Lauzun, Port Louis	Delivery in one (1) consignment within six (6) weeks as from date of Letter of Award	Delivery in one (1) consignment within thirteen (13) weeks as from date of Letter of Award	AS REQUESTED

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:

MINISTRY OF HEALTH

To: We, the undersigned, declare that::

(a) We have examined and have no reservations to the Bidding Documents, including Addenda Number: 1

(b) We offer to supply in conformity with the Bidding Documents LATEX EXAMINATION GLOVES and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services:

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

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

Amount in figures	Item Reference
24151560 Mauritian Rupee <small>(Twenty Four Million One Hundred Fifty One Thousand Five Hundred Sixty Rupees Only)</small>	1,2,3
Bid Price for first option (at Bidder's discretion, where applicable) excluding VAT and discount:	
Amount in figures	Item Reference
0 <small>(Zero Mauritian Rupee Only)</small>	0

Government of Mauritius e-Procurement System

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 Tender NO. : HEALTH/ITB/2023/1347

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

Amount in figures	Item Reference
0	

(Zero Mauritian Rupee Only)

(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		

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

Amount in figures	Methodology of application	Item Reference
0		

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

Amount in figures	Methodology of application	Item Reference
0		

(e) Our bid shall be valid for a period as specified in ITB AS REQUESTED 18.1. from the date fixed for Bid Submission Deadline in accordance 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, MALAYSIA

(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:

(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')::

N/A

(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.

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System

Document Name: PROCUREMENT OF MEDICAL LATEX GLOVES FOR ALL HOSPITALS

Tender NO. : HEALTH/IFB/2023/1347

- (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:** SADAYEN YETEN
Director
- Duly authorized to digitally sign the bid for and on behalf of:** Y&S TRADING CO LTD
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.:



Ministry of Health and Wellness

MHPQ/MDIS/2022-2023/Q40
HEALTH/IFB/2023/1347

02 August 2023

Procurement of Medical Latex Gloves for all Hospitals

ADDENDUM No. 1

To: All Potential Bidders

Please refer to this Ministry's invitation for bids dated 11 July 2023 on the above subject.

2. Following request for clarification from one potential bidder, please find below the corresponding information:

S.N	Query	Reply
(i)	<p>About Description - Page 29 request (i) Name of Manufacturer (ii) Country of Origin (iii) Make: (iv) Size: - Page 39 Additional Specifications: (1) Name of Manufacturer (2) Country of Origin (3) Production/Manufacturing Date (4) Expiry Date</p> <p>Please specify which one to follow?</p>	<p><u>Additional Specifications for Items 1, 2 and 3</u></p> <p>Item description, name of manufacturer, country of origin, production/manufacturing date, expiry date and size of item should be printed / embossed on the primary packaging material by the manufacturer itself at time of delivery and on the Sample Box also.</p>
(ii)	<p>(2) Should printed/embossed on the Primary Packaging material by the manufacturer itself AT TIME OF DELIVERY AND ON THE SAMPLE BOX ALSO</p> <p>Please confirm if the sample box to have manufacturing Date/Expiry Date at time of actual production as if the Ministry takes 4/6 Months to approve this bid and the sample date is 4/6 Months back and it is required at Page 29 ITB 201 (a) (v) Any discrepancy between samples and offer shall lead to the automatic non-consideration of the item concerned!!</p>	<p>Yes, it should be printed/embossed by the Manufacturer both at time of delivery and on the sample box.</p> <p>Manufacturing/Expiry date cannot remain constant.</p> <p>Samples should be similar to the proposed offer in the bid and there should be no discrepancy.</p>

S.N	Query	Reply
(iii)	Request to have an extension of an additional fifteen (15) days.	The closing date for the submission of bids <u>is maintained.</u>

3. All other conditions in the bidding documents remain the same.
4. Bidders are, therefore, requested to take note of this Addendum whilst submitting their bids.

**Senior Chief Executive
Ministry of Health and Wellness**

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 40 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; and**
- iv. **Bank name, address and account number.**

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,
10th 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 all items shall be **at least twenty-four (24) months** at time of delivery of each consignment.