



BIDDING DOCUMENTS

Issued on: 09 October 2023

Open National Bidding

for

*Procurement of Laundry Services
for Hospital Clothing for a period of
Six (6) months*

**Procurement Reference No:
*MHPQ/WKS&S/2023-2024/Q18***

Closing date: 18 October 2023

Employer: *Ministry of Health and Wellness*

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Table of Contents

Part I – Bidding Procedures	1
Section I. Instructions to Bidders	2
Section II. Bidding Data Sheet	25
Section III. Bidding Forms	30
Part II – Activity Schedule	41
Section IV. Activity Schedule	42
Section V. Scope of Service and Performance Specifications	43
Part III – Conditions of Contract and Contract Forms	61
Section VI. General Conditions of Contract	62
Section VII. Special Conditions of Contract	63
Section VIII. Contract Forms	68

Part I – Bidding Procedures

Section I. Instructions to Bidders

Table of Contents

A. General.....	4
1. Scope of Bid	4
2. Public Entities Related to Bidding Documents and to Challenge and Appeal	4
4. Corrupt or Fraudulent Practices	5
4. Eligible Bidders	6
5. Qualification of the Bidder.....	7
6. Conflict of Interest.....	10
7. Cost of Bidding	11
8. Site Visit/Pre-bid Meeting.....	11
B. Bidding Documents	11
9. Content of Bidding Documents	11
10. Clarification of Bidding Documents	12
11. Amendment of Bidding Documents.....	12
C. Preparation of Bids	12
12. Language of Bid	12
13. Documents Comprising the Bid	12
14. Bid Prices	13
15. Currencies of Bid and Payment.....	13
16. Bid Validity	14
17. Bid Security.....	14
18. Alternative Proposals by Bidders	16
19. Format and Signing of Bid	17
D. Submission of Bids	17
20. Sealing and Marking of Bids.....	17
21. Deadline for Submission of Bids.....	18
22. Late Bids.....	18
23. Modification and Withdrawal of Bids.....	18
E. Bid Opening and Evaluation	18
24. Bid Opening	18
25. Process to Be Confidential	19
26. Clarification of Bids	19
27. Examination of Bids and Determination of Responsiveness	20
28. Correction of Errors.....	20
29. Currency for Bid Evaluation	21
30. Evaluation and Comparison of Bids.....	21
31. Preference for Domestic Bidders	22

F. Award of Contract.....23

- 32. Award Criteria.....23
- 33. Employer’s Right to Accept any Bid and to Reject any or all Bids23
- 34. Notification of Award and Signing of Agreement23
- 35. Performance Security24
- 36. Advance Payment and Security.....24
- 37. Adjudicator.....24
- 38. Debriefing.....24

Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 1 The **Ministry of Health and Wellness** also referred to herein as the Employer invites bids for the **Procurement of Laundry Services for Hospital Clothing for a period of 6 months** for a period of **six (6) months** as described in Section III- Scope of Service and Performance Specifications.
- Bids are invited per lot (inclusive of all sites in each lot) as per the list contained in Section IV – Activity Schedules.
- The duration of the contract is for 6 months from the intended commencement date, renewable thereafter on a monthly basis subject to satisfactory performance of the service provider as assessed by the Employer.
- Procurement Reference No.:MHPQ//WKS&S/2023-2024/Q18
- Bidding Method: Open National Bidding
- “Participation is limited to citizens of Mauritius, or entities incorporated in Mauritius, or Joint Ventures among entities incorporated in Mauritius.”
- 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS and the SCC Clause 2.3.**
- 2. Public Entities Related to Bidding Documents and to Challenge and Appeal**
- 2.1 The public entities related to these bidding documents are the Public Body, acting as procurement entity(Employer), the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting bidding documents, receiving and evaluating bids in respect of major contracts and the Independent Review Panel, set up under the Public Procurement Act 2006 (hereinafter referred to as the Act).
- 2.2 Unsatisfied bidders shall follow procedures prescribed in Regulations 48, 49 and 50 of the Public Procurement Regulations 2008 to challenge procurement proceedings and award of procurement contracts or to file application for review at the Independent Review Panel.
- 2.3 Challenges and applications for review shall be forwarded to the

addresses indicated **in the BDS**;

3. Corrupt or Fraudulent Practices

- 3.1 The Government of the Republic of Mauritius requires that bidders/suppliers/contractors, participating in procurement in Mauritius, observe the highest standard of ethics during the procurement process and execution of contracts.
- 3.2 Bidders, suppliers and public officials shall be aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO) : ppo.govmu.org.
- 3.3 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

For the purposes of this Sub-Clause:

(i) “corrupt practice”¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice”² is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “collusive practice”³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice”⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to

¹ For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution.

² For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

³ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

3.4 The Public Body commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Public Body obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such bid shall be rejected.

4. Eligible Bidders

- 4.1 Subject to ITB 4.4, a Bidder, and all parties constituting the Bidder, may have the nationality of any country except in the case of open national bidding where the bidding documents may limit participation to citizens of Mauritius or entities incorporated in Mauritius, if so qualified in the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or service providers for any part of the Contract.
- 4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.
- 4.3 (a) A Bidder that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.

(b) Bids from service providers appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

Links for checking the ineligibility lists are available on the PPO's website: *ppo.govmu.org*.

4.4 A firm shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Mauritius prohibits any import of goods or contracting of works or services from a country where it is based or any payment to persons or entities in that country.

4.5 Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that they:

(i) are legally and financially autonomous;

(ii) operate under commercial law, and

(iii) are not a dependent agency of the Purchaser.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Qualification of the Bidder

5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 (a) In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

(b) If, after opening of bids, where prequalification has not been undertaken, it is found that any of the document listed in 5.3 and 5.4 is missing the Employer may request the submission of that document subject to the bid being substantially responsive as

per clause 27. The non-submission of the document by the Bidder within the prescribed period may lead to the rejection of its bid.

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business;
- (b) written power of attorney of the signatory of the Bid or any other acceptable document to commit the Bidder and as otherwise **specified in the BDS**.
- (c) total monetary value of Services performed for each of the last five years;
- (d) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (e) list of major items of equipment proposed to carry out the Contract;
- (f) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (g) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (h) evidence of adequacy of cash-flow for this Contract (access to line(s) of credit and availability of other financial resources);
- (i) authority to the Employer to seek references from the Bidder's bankers;
- (j) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (k) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5.4 Bids submitted by a joint venture of two or more firms as

partners shall comply with the following requirements, unless otherwise stated in the **BDS**:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria, **unless otherwise specified in the BDS**:

Evaluation of the bids and award of the contract shall be conducted per lot/region, each lot inclusive of its sublots and all sites. The total price quoted per lot and sub-lots shall be used for the financial evaluation. **Bidders failing to quote for all the sites in a given Lot/region shall be declared non-responsive and their bids shall be rejected.**

- (a) a minimum average annual financial amount of work over the period **specified in the BDS**.
- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS**;
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;

- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS**.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

- 5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.

6. Conflict of Interest

- 6.1 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :
- (a) they have a controlling partner in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid;

or

(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

- 7. Cost of Bidding** 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.
- 8. Site Visit/Pre-bid Meeting** 8.1 (a) The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.
- (b) A pre-bid meeting shall be held if so indicated **in the BDS** to allow bidders to obtain clarifications on the bidding documents. Any information given in the course of the meeting that may have an incidence in the preparation of the bids shall be issued by the Public Body as addendum after the meeting, as per ITB 11.2, to form part of the Bidding Documents.

B. Bidding Documents

- 9. Content of Bidding Documents** 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:
- | | |
|--------------|---|
| Section I | Instructions to Bidders |
| Section II | Bidding Data Sheet |
| Section III | Bidding Forms |
| Section IV | Activity Schedule |
| Section V | Scope of Service and Performance Specifications |
| Section VI | General Conditions of Contract |
| Section VII | Special Conditions of Contract |
| Section VIII | Contract Forms |
- 9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III and IV should be completed and

returned with the Bid in the number of copies specified in the **BDS**.

- 10. Clarification of Bidding Documents**
- 10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by facsimile at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 5 days prior to the deadline for submission of bids and by the date indicated in **the BDS**. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.
- 11. Amendment of Bidding Documents**
- 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

- 12. Language of Bid**
- 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 12.2 Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.
- 13. Documents Comprising the Bid**
- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
 - (b) Bid Security or Bid Securing declaration (where applicable);

- (c) Priced Activity Schedule;
- (d) Qualification Information Form and Documents;
- (e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

14. Bid Prices

14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section IV, based on the priced Activity Schedule, Section V, submitted by the Bidder.

14.2 The Bidder shall fill in rates and prices for all items of the Services described in Section IV-the Scope of Service and Performance Specifications and listed in Section V the Activity Schedule, Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.

14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.

15. Currencies of Bid and Payment

15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:

- (a) for those inputs to the Services which the Bidder expects

to provide from within the Republic of Mauritius, the prices shall be quoted in Mauritian Rupees; and

- (b) for those inputs to the Services which the Bidder expects to provide from outside the Republic of Mauritius, the prices shall be quoted in up to any three hard currencies.

15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.

15.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1.

16. Bid Validity

16.1 Bids shall remain valid for the period of 90 days as from the closing date for submission of bids, the deadline being counted as day one of the validity period.

16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by facsimile. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security/Bid Securing Declaration for the period of the extension, and in compliance with ITB Clause 17 in all respects.

16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

17. Bid Security

17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.

17.2 The Bid-Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.

17.3 The Bid Security shall be in the amount **specified in the BDS** and denominated in Mauritian Rupees or a freely convertible

currency, and shall:

- (a) be issued by a reputable overseas bank located in any eligible country or any commercial Bank/Insurance company operating in Mauritius selected by the Bidder
- (b) be substantially in accordance with the form of Bid Security included in Section III, Bidding Forms;
- (c) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
- (d) be submitted in its original form; copies will not be accepted;
- (e) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

17.4 If a Bid Security is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.

17.6 The Bid Security shall be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
- (b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or
- (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 34; or
 - (ii) furnish a Performance Security in accordance with ITB Clause 35.

17.7 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or

Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

17.8 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 16.2, or
- (b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or
- (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 34; or
 - (ii) furnish a Performance Security in accordance with ITB Clause 35.

The Bidder may be disqualified to be awarded a public contract in the Republic of Mauritius for a period of time to be determined by the PPO.

18. Alternative Proposals by Bidders

18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference)

and Drawings, Section V. In such case, the method for evaluating such alternatives will be as **indicated in the BDS.**

**19. Format and
Signing of Bid**

- 19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked “ORIGINAL.” In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as “COPIES.” In the event of discrepancy between them, the original shall prevail.
- 19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

**20. Sealing and
Marking of
Bids**

- 20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES”.
- 20.2 The inner and outer envelopes shall
- (a) be addressed to the Employer at the address **provided in the BDS;**
 - (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**
- 20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is

declared late, pursuant to ITB Clause 22.

- 20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- 21. Deadline for Submission of Bids**
- 21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS.**
- 21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 22. Late Bids**
- 22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.
- 23. Modification and Withdrawal of Bids**
- 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 23.3 No Bid may be modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security or execution of the Bid Securing Declaration pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

- 24. Bid Opening**
- 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**

- 24.2 Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders’ names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security/subscription to Bid Securing Declaration, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

25. Process to Be Confidential

- 25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer’s processing of bids or award decisions may result in the rejection of his Bid.
- 25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

26. Clarification of Bids

- 26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer’s discretion, ask any Bidder for clarification of the Bidder’s Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing via e-mail or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.
- 26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the

bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

27. Examination of Bids and Determination of Responsiveness

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

Note 1: Bidders have to mandatorily fill in the prices for all sites found in any one lot/region. Any omission on the part of the bidder to fill in the price for any one of the site in the lot/region will render the bid for that lot non-responsive.

Note 2: The Successful Bidder/s will be awarded contracts for two (2) regions at most, provided there are no other responsive bidders for other regions.

28. Correction of Errors

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in

figures and in words, the amount in words will prevail.

28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security shall be forfeited or the Bid Securing Declaration exercised and in accordance with ITB Sub-Clause 17.6(b).

29. Currency for Bid Evaluation

29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) in Mauritian Rupees at the selling rates on the closing date, established for similar transactions by the Bank of Mauritius.

30. Evaluation and Comparison of Bids

30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 28;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section IV, but including Day work, when requested in the Specifications (or Terms of Reference) Section V;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during

the period of implementation of the Contract, will not be taken into account in Bid evaluation.

Note 1: Bidders have to mandatorily fill in the prices for all sites found in any one lot/region. Any omission on the part of the bidder to fill in the price for any one of the site in the lot/region will render the bid for that lot non-responsive.

Note 2: The Successful Bidder/s will be awarded contracts for two (2) regions at most, provided there are no other responsive bidders for other regions.

31. Preference for Domestic Bidders

31.1 Margin of Preference shall not be applicable.

F. Award of Contract

- 32. Award Criteria**
- 32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.
- 32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.
- 33. Employer’s Right to Accept any Bid and to Reject any or all Bids**
- 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders.
- 34. Notification of Award and Signing of Agreement**
- 34.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to challenge and Appeal the Employer shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. It will state the sum that the Employer will pay to the Service Provider in consideration of the execution of the services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”). Within seven days from the issue of Letter of Acceptance the Employer shall publish on the Public Procurement Portal (publicprocurement.govmu.org) and the Employer’s website, the results of the Bidding process.
- 34.2 The issue of the Letter of Acceptance will constitute the formation of the Contract.
- 34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together

with the required performance security pursuant to Clause 35.

35. Performance Security

- 35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form of a Bank/Insurance company Guarantee **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank/Insurance company Guarantee, it shall be issued either at the Bidder's option, by a commercial Bank/Insurance company located in the Republic of Mauritius or a foreign Bank/Insurance company through a correspondent commercial Bank/Insurance company located in the Republic of Mauritius.
- 35.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

36. Advance Payment and Security

- 36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.

37. Adjudicator

- 37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

38. Debriefing

- 38.1 The Employer shall promptly attend to all requests for debriefing for the contract, made in writing, and within 30 days from the date of the publication of award or date the unsuccessful bidders are informed about the award, whichever is the case, by following regulation 9 of the Public Procurement Regulation 2008 as amended.

Section II. Bidding Data Sheet

A. General	
ITB 1.1	<p>The Employer is Ministry of Health and Wellness</p> <p>The name and identification number of the Procurement is</p> <p>Procurement of Laundry Services for Hospital Clothing for a period of 6 months - Procurement Reference: MHPQ/WKS&S/2023-2024/Q18.</p> <p>Bidding Method: Open National Bidding</p>
ITB 2.3	<p>(a) Challenges shall be addressed to:</p> <p style="text-align: center;">The Senior Chief Executive Ministry of Health and Wellness 5th floor, Emmanuel Anquetil Building SSR Street, Port Louis Tel No: + 230 201 3706 Fax No: + 230 214 9006</p> <p>(b) Application for Review shall be addressed to:</p> <p style="text-align: center;">The Chairperson Independent Review Panel, 5th Floor, Belmont House Intendance Street, Port Louis, Mauritius. Tel: +230 260 2228 Fax: +230 214 9252 Email: irp@govmu.org</p>
ITB 4.1	<i>Bidding is limited to citizens of Mauritius or entities incorporated in Mauritius.</i>
ITB 5.2	Pre-qualifications <i>“have not”</i> been carried out.
ITB 5.3	<p>The Qualification Information and Bidding forms to be submitted are as follows:</p> <p>The bidder shall also fill in the 3 Forms as at Section III of the bidding documents.</p> <p>Proposed Program (service work method and Schedule) contained in Section IV in respect of equipment and other logistics requirements.</p>

ITB 5.3(b)	<p><i>This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or through a Power of Attorney.</i></p> <p><i>The name and position held by each person signing the authorization must be typed or printed below the signature.</i></p> <p>In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 5.4, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.”]</p> <p><i>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.</i></p>
ITB 5.4	<p>Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the BDS:</p> <p>(a)the Bid shall include all the information listed in ITB Sub-Clause 6.3 above for each joint venture partner;</p> <p>(b) the Bid shall be signed so as to be legally binding on all partners;</p> <p>(c)the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;</p> <p>(d)one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and</p> <p>(e)the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.</p>
ITB 5.5	The qualification criteria in Sub-Clause 5.5 are modified as follows: “ <i>none</i> ”.
ITB 5.5(a)	The minimum required annual volume of Services for the successful Bidder in any of the last five years shall be 0.5 time the contract amount payable to the selected bidder for the contract or part therefore, as applicable.
ITB 5.5(b)	<p>The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 5 years.</p> <p>The Bidder should submit information indicating the name and details of its clients that are comparable to the service level requirements in terms of scope</p>

	of service and contract value of the Ministry of Health and Wellness.																																										
ITB 5.5(c)	<p>The essential Equipment/Machinery to be made available for the Contract by the successful Bidder shall be as follows:</p> <p>A. EQUIPMENT/ MACHINERY</p> <table border="1"> <thead> <tr> <th>S/No</th> <th>Equipment/ Machinery Used (Industrial Type)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Washing Machines</td> </tr> <tr> <td>2.</td> <td>Dryers</td> </tr> <tr> <td>3.</td> <td>Pressing Machines</td> </tr> <tr> <td>4.</td> <td>Ironing Machines</td> </tr> <tr> <td>5.</td> <td>Steam Machines</td> </tr> <tr> <td>6.</td> <td>Folding Machines</td> </tr> </tbody> </table> <p>The Equipment/Machinery should be of industrial type and should be able to wash, dry, press, iron, steam and fold the required quantity of linen items as detailed per region.</p> <p>B. VEHICLES AVAILABLE</p> <table border="1"> <thead> <tr> <th>S/No.</th> <th>Vehicles</th> <th>Bidders to indicate the number of vehicles that will be used for each region</th> <th>Registration Number</th> <th>Owned</th> <th>Leased</th> </tr> </thead> <tbody> <tr> <td rowspan="5">1</td> <td rowspan="5">Vehicles required for collection and delivery of linen items</td> <td>Region 1:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Region 2:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Region 3:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Region 4:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Region 5:</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S/No	Equipment/ Machinery Used (Industrial Type)	1.	Washing Machines	2.	Dryers	3.	Pressing Machines	4.	Ironing Machines	5.	Steam Machines	6.	Folding Machines	S/No.	Vehicles	Bidders to indicate the number of vehicles that will be used for each region	Registration Number	Owned	Leased	1	Vehicles required for collection and delivery of linen items	Region 1:				Region 2:				Region 3:				Region 4:				Region 5:			
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		Region 4:																																									
		Region 5:																																									

	Bidder shall submit Documentary evidence to show possession of an adequate fleet of vehicles with carrier's licence for carriage issued by the National Transport Authority for distribution.
ITB 5.5(e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be Rs 800,000 .
ITB 5.6	Subcontractors' experience, in terms of capacity and number of years of experience will not be taken into account.
B. Bidding Data	
ITB 9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be one original .
C. Preparation of Bids	
ITB 13.1	The additional materials required to be completed and submitted are: Nil
ITB 14.1	Local inputs shall be quoted in Mauritian Rupees .
ITB 14.4	The Contract is not subject to price adjustment in accordance with Sub-Clause 6.6 of the Conditions of Contract.
ITB 16.1	The period of Bid validity shall be 90 days after the deadline for Bid submission specified in the BDS.
ITB 17.1	The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.
ITB 17.3	The amount of Bid Security shall be: Not Applicable
ITB 18.1	Alternative bids are not permitted.
ITB 18.2	Alternative times for completion are not permitted.
D. Submission of Bids	
ITB 20.2	The Employer's address for the purpose of Bid submission is Ministry of Health and Wellness The Bid Box 5th Floor, Emmanuel Anquetil Building, SSR Street, Port Louis

	<p>For identification of the bid the envelopes should indicate:</p> <p>Procurement of Laundry Services for Hospital Clothing for a period of 6 months</p> <p>Procurement Reference No: MHPQ/WKS&S/2023-2024/Q18</p>
ITB 21.1	<p>The deadline for submission of bids shall be:</p> <p>Date: Wednesday 18 October 2023.</p> <p>Time: at 10:00 hours (Local Time) at latest.</p>
E. Bid Opening and Evaluation	
ITB 24.1	<p>Bids will be opened by the Ministry of Health and Wellness at The Secretariat Tendering Unit, Room 510, 5th Floor, Emmanuel Anquetil Building, SSR Street, Port Louis on Wednesday 18 October 2023 at 10:30 hours.</p>
F. Award of Contract	
ITB 35.1	<p>The Performance Security acceptable to the Employer shall be the in the Standard Form of an unconditional Bank/Insurance company Guarantee and for an amount <i>5 percent of the Contract Price and shall be valid for a period of 28 (Twenty-eight) days beyond the contract period..</i></p>
ITB 36.1	<p>The Advance Payment is not applicable.</p>
ITB 37.1	<p>The Adjudicator proposed by the Employer is : <i>Not applicable.</i></p>

Section III. Bidding Forms

Table of Forms

Bid Submission Form	31
Qualification Information	35
Form of Bid Security (Bank/Insurance company Guarantee).....	40

Bid Submission Form

The Bidder must prepare the Service Provider's Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: *All italicized text is for use in preparing these forms and shall be deleted from the final document.*

Date: _____

Bidder's Reference No.: _____

Procurement Reference No: MHPQ/WKS&S/2023-2024/Q18

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 11;
- (b) We offer to execute the ***Procurement of Laundry Services for Hospital Clothing for a period of 6 Months - (MHPQ/WKS&S/2023-2024/Q18)*** in accordance with the Conditions of Contract, Scope of Service and Performance Specifications, and Activity Schedule accompanying this Bid.
- (c) The total price of our Bid, after discounts offered in item (d) below is:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(i)		
(ii)		

- (d) The discounts offered and the methodology for their application are: _____;
- (e) Our bid shall be valid for a period of **90 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;
- (g) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 6;
- (h) We are not participating, as a Bidder in more than one bid in this bidding process.
- (i) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Mauritius;

- (j) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5;⁵
- (k) We understand that this bid, together with your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) 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 Public Body'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.

- (m) 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.
- (n) 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:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

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

⁵ Use one of the two options as appropriate.

(p) If awarded the contract, the person named below shall act as Contractor's Representative: _____

Name: _____

In the capacity of: _____

Signed: _____

Duly authorized to
sign the Bid for and on
behalf of: _____

Date: _____

Seal of Company

Appendix to Bid Submission Form

Bid Securing Declaration

By subscribing to the undertaking in respect of paragraph (m) 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 (*insert name of 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.

Qualification Information

- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
Principal place of business: *[insert]*
Power of attorney or other acceptable document of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.5(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.5(e) and GCC Clause 4.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 4.1.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.

1.9 Name, address, and telephone and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.11 Statement of compliance with the requirements of ITB Sub-

Clause 4.2.

1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.

2.2 The information in 1.12 above shall be provided for the joint venture.

2.3 Attach the power of attorney or other acceptable document of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that

(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

3. Financial Situation

Key Financial Information extracted from Audited Accounts/Financial Statements

Financial data in the currency reported in the Audited Accounts/Financial Statements	Historical Information		
	Year 1	Year 2	Year 3
Statement of Financial Position (Information from Balance Sheet)			
A. Current Assets (CA)			
B. Current Liabilities (CL)			
Working capital ratio or current ratio (A/B)			
Quick ratio or Acid Test ratio (Current Asset net of inventories / B)			
C. Total Assets (TA)			
D. Total Liabilities (TL)			
Net Worth (C-D)			
Cash in hand and at Bank			
Bank Overdrafts			
Other Liquid Assets			
Information from Income statement			
Key Profitability Indicators in the currency reported in the Audited Accounts/Financial Statements	Year 1	Year 2	Year 3
Total Revenue (TR)			
Profit / (Loss) Before Tax (PBT)			
Taxation			
Net Profit / (Loss) After Tax			
$\left(\frac{\text{Net Profit After Tax}}{\text{Total Revenue}} \times 100 \right)$			
Certified by Bidder and/or associated JV partner, that above information is a true extract from Audited Accounts/Financial Statements Name: Signature: Capacity: Date:			

Please attach copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- Must reflect the financial situation of the Bidder or partner to a JV;
- Historic financial statements must be audited by an accountant duly registered by the Mauritius Institute of Professional Accountants (MIPA);
- Historic financial statements must be complete, including all notes to the financial statements; and
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form of Bid Security (Bank/Insurance company Guarantee)- Not Applicable

.....*Bank/Insurance company's Name and Address of issuing Branch or Office*.....

Beneficiary: *Name and Address of Public Body*.....

Date:

BID GUARANTEE No.:

We have been informed that*name of the Bidder*..... (hereinafter called "the Bidder") has submitted to you its bid dated..... (hereinafter called "the Bid") for the execution of*name of contract* under Invitation for Bids No.....*IFB number* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid security.

At the request of the Bidder, we*name of Bank/Insurance company* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of*amount in figures*..... (*.....amount in words.....*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has modified or withdrawn its Bid after the deadline for submission of its bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) has refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of its Bid by the Public Body during the period of bid validity, (i) has failed or refused to sign the contract Form, if required, or (ii) has failed or refused to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before*Public Body to insert date*.....

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758. (Applicable to overseas bidders only).

.....*Bank/Insurance company's seal and authorized signature(s)*.....

Part II – Activity Schedule

Section IV. Activity Schedule

Bidders have to mandatorily fill in the prices for all sites found in any one lot/region. Evaluation of the bids and award of the contract shall be conducted per lot/region, each lot inclusive of its sublots and all sites. The total price quoted per lot and sub-lots shall be used for the financial evaluation. **Bidders failing to quote for all the sites in a given Lot/region shall be declared non-responsive and their bids shall be rejected.**

The Successful Bidder/s will be awarded contracts for two (2) regions at most, provided there are no other responsive bidders for other regions.

Section V. Scope of Service and Performance Specifications

Scope of Service and Performance Specifications

A. Scope of Services

- 1 The Service Provider(s) shall be responsible for the collection, laundering and ironing of linen items and shall ensure that same are clean, tidy and free from foul smell on return to the respective health institutions.
- 2 All linen items collected at the health institutions on any particular day should be returned within 48 hours, failing which liquidated damage would be applied as per sub-clause 3.10.1 of the General conditions of Contract. Under no circumstances should there be any owing of the linen items.
- 3 Collection of soiled linen items and delivery of clean ones must be effected every day during the contract period at specific time to be indicated by the officer in charge or any other responsible officer.
- 4 The service should be provided every day during the contract period including Saturdays, Sundays and any Public holidays or consecutive public holidays.
- 5 Clean linen items need to be separated from soiled ones in order to avoid cross-contamination.
- 6 Clean linen items must be delivered in clean, transparent plastic bags in lots of 10 and 20 as appropriate.
- 7 Linen items from a particular institution should be properly sorted out and should not be mixed with those from other institutions. The service provider will also be required to return the mixed linen and deliver same to their respective hospital(s) at their own cost and within the shortest lapse of time.
- 8 Moreover, the Service Provider (s) should always ensure that there is no:
 - (i) Poor washing
 - (ii) Poor Ironing
 - (iii) Poor packing, and
 - (iv) Torn clothing items being delivered

Service Level Requirements

Collection and Delivery of Linen Items

The Service Provider(s) shall be responsible for the collection, laundering and ironing of linen items and shall ensure that same are clean, tidy and free from foul smell on return to the respective health institutions.

All linen items collected at the health institutions on any particular day should be returned within 48 hours **failing which liquidated damage would be applied as per sub-clause 3.10.1 of the General conditions of Contract. Under no circumstances should there be any owing of the linen items.**

Collection of soiled linen items and delivery of clean one must be effected, as tabled below, every day during the contract period at specific time to be indicated by the officer in charge or any other responsible officer.

	HOSPITALS	D1-Delivery Points	D2 -Delivery Time	D3 - Collection Time
1	Dr A.G. Jeetoo Hospital	2	Weekdays 8.30 hrs Saturdays 8.30 hrs	Weekdays and Saturdays 9.30-10.00 hrs
2	BSMHCC	1	Weekdays 13.00 hrs Saturdays 11.00 hrs	Weekdays 11.00 hrs Saturdays 11.00 hrs
3	SBEH	1	Weekdays /Saturdays 8.00 -8.30 hrs	Weekdays /Saturdays 9.00 -9.15 hrs
4	SSRNH/Poudre D'Or Hospital/Long Mountain	1	Weekdays 13.00 hrs Saturdays 10.30 hrs	Weekdays 13.30 hrs Saturdays 10.30 hrs
5	Dr Bruno Cheong Hospital	3	Weekdays /Saturdays 9.00 – 9.30 hrs	Weekdays / Saturdays 10.00 – 10.40 hrs
6	J. Nehru Hospital	2	Weekdays 10.00 hrs Saturdays 10.00 hrs	Weekdays 13.00 hrs Saturdays 11.00 hrs
* ₇	New Souillac Hospital	1	10.30 hrs	11.00 hrs
* ₈	Mahebourg Hospital	1	13.00 hrs	13.30 hrs
9	Victoria Hospital	7	Weekdays 10.30 hrs Saturdays 10.00 hrs	Weekdays 11.00 hrs Saturdays 10.00 hrs

***At New Souillac Hospital and Mahebourg Hospital**

Delivery/Collection to be effected on a thrice weekly basis on Mondays, Wednesdays and Fridays.

D3 - Maximum delay time to be accepted by the supplier is 45 mins.

Management of Clean Linen Items

Clean linen items need to be separated from soiled ones in order to avoid cross-contamination.

Clean linen items must be delivered in clean, transparent plastic bags in lots of 10 and 20 as appropriate.

Linen items from a particular institution should be properly sorted out and should not be mixed with those from other institutions. The service provider will also be required to return the mixed linen and deliver same to their respective hospital(s) at their own cost and within the shortest lapse of time.

In the event that linen items are misplaced or are untraceable, it is the responsibility of the Service Provider to ensure the prompt replacement of those missing items are made.

Delivery of items (tied in ballots of 10 and 20 units as appropriate) in trolleys is acceptable for all regions except Dr. Bruno Cheong Hospital. However, the service provider to ensure that same are not soiled during transportation.

Specifications for the plastic Materials are:-

- Transparent;
- Bio-degradable; and
- Low density polyethylene.

Separate packing has to be maintained for the following sub sections:-	
Hospitals	Subsections
Dr. A. G. Jeetoo Hospital	- Linen Room Operation Theatre
Dr Bruno Cheong Hospital	- Dialysis Unit - Main operation Theatre
J. Nehru Hospital	- Linen Room Operation Theatre
Victoria Hospital	- Operation Theatre - Doctors' Mess - Central Health Laboratory - Dialysis Unity - Catherisation Laboratory - Plastic Surgery Unit

Moreover, the Service Provider (s) should always ensure that there is no:

- (v) Poor washing
- (vi) Poor Ironing
- (vii) Poor packing, and
- (viii) Torn clothing items being delivered
- (ix) Missing buttons

Provision of Laundry Services

The service should be provided every day (except at New Souillac Hospital and Mahebourg Hospital) during the contract period including Saturdays, Sundays and any Public holidays or consecutive public holidays.

The service provider should respect the work schedule as per the contract and ensure that the level of performance is up to the satisfaction of the Employer. The Service Provider should therefore ensure that a quality service is provided to the health institutions.

Immediate remedial action should be taken for any poor level of service recorded by the representatives of the Employer.

The service provider may tag the linen items (free of cost) without affecting the quality of the items. Colour code system to be used for each hospital.

In exceptional cases when the service provider is not able to effect delivery at the required time (agreed between the two parties), the Service Provider should immediately inform the representative of the Ministry/Health Institutions in writing, accordingly.

Emergency on Site

The Supervisor or any other senior officer of the Service Provider shall call on site immediately after occurrence of any emergency or default to assist its personnel and to have additional arrangements if necessary, to restore the situation. The representative of the Ministry/Health Institution should be immediately informed of the incident which should be also recorded accordingly.

Failure to comply with the above, the Service Provider shall be considered not performing to the satisfaction of the Employer.

Monitoring of Performance

The Service Provider should ensure that the services provided do not suffer due to any logistics problems. The latter should keep records of all adverse reports and the corrective measures taken for any follow up action.

The Service Provider shall take immediate remedial action for any adverse report on the service delivered and shall maintain, at all time, the standard stipulated in the contract.

The Employer reserves the right to effect surprise inspections at any time on any sites to take cognizance of the performance.

Obligations and Liabilities

The Service Provider shall have the obligations to comply with the Service Level Requirements stipulated above and take corrective measures to maintain the agreed standard of service required.

The representative of the service provider to counter check the quantity being sent for dry cleaning prior to leaving the hospital premises. Otherwise, it becomes the liability / responsibility of the service provider to make good for those missing items.

PERFORMANCE MONITORING

Performance Monitoring

1. Objective:

The Representatives of the Employer and the Service Provider shall meet at top management level at least once every three months or as often as necessary to review the performance of the services provided with a view to ensuring quality standard in the services. The two parties shall have shared responsibilities in optimizing the resources and facilities that have been deployed for the service.

2. Management Meetings

The representatives of the Employer shall, after consultation with the Service Provider, set up a Management Committee comprising Employer's representatives who are involved in one way or the other in the administration of the cleaning services at the organizational or regional levels, and the supervisory staff of the Service Provider who are responsible for the

sites that have been entrusted to the Service Provider. There shall be separate committee arrangements where the contract of the Public Body has been awarded to two or more Service Providers.

Management meetings are meant to review on the services provided to the organization as a whole and they are not meant to substitute the regular consultations and meetings that are usually held at regional or section level for day to day matters.

The scope of the Committee(s) shall be for:

- (a) reviewing major shortcomings as defined in the general conditions of the contract that have occurred on the sites in the past months and measures taken thereon;
- (b) taking cognizance of complaints made by the Employer's representatives and action taken by the Service Provider. However, in case of serious shortcomings, penalties would be applied as already defined in the bidding document
- (c) attending to weaknesses in respect of facilities deployed by the Service Provider on the sites and need for improvement;
- (d) assessing the arrangements made by the Service Provider in terms of human resource and logistics; and
- (e) attending to other matters related to contractual obligations of the Service Provider(s).

Appropriate records of the Management Meetings shall be kept by the Employer.

3. Post Contract Evaluation Report

After the completion of the contract period, the Employer shall prepare a performance report that shall reflect the service level based on recorded facts. A copy of the report shall be forwarded to the Service Provider for its information and allowing the latter at the same time the possibility to express its disagreement with the report, if any. A copy of the report and response of the Service Provider shall be kept in the procurement file for all intent and purposes.

PENALTIES

Any penalty to which the Contractor shall have rendered himself liable under any of the Conditions of the Contract and any expenditure incurred by the Ministry as a result of a breach of any such condition shall at the option of the Ministry be deducted from any amount due or that may become due to the Contractor under this Contract.

The penalties shall be as follows –

Sr. No.	Default	Rate for Penalties	No. of Maximum Occurrence Limit per fortnight / per site
1	Late Delivery of Linen Items (without prior notice)	Rs 500 per occurrence	1
2	Late collection of soiled linen items (without prior notice)	Rs 500 per occurrence	1
3	Poor washing	Rs 500 per occurrence (after the first complaint)	1
4	Poor ironing	Rs 500 per occurrence (after the first complaint)	1
5	Poor packing	Rs 500 per occurrence (after the first complaint)	1
6	Torn clothing items being delivered/ 25% of buttons missing in aprons	Rs 500 per occurrence (after the first complaint)	1
7	Mixing of Linen items (Linen items of one hospital being delivered in another)	Rs 500 per occurrence	2
8	Short supply of linen items after 48 hours	Rs 500 per occurrence (after the first complaint)	1

Contractor's Performance and liabilities

- i. Payment of penalties shall not affect the Service Provider's other liabilities
- ii. Every review of the contractor's performance during execution of a contract shall be duly recorded.
- iii. The Ministry may terminate the contract for a particular site by giving 30 days written notice of termination to the Service Provider in the event that the maximum occurrence limit of penalties has been reached.

Note: The contractor shall be notified of any deficiency in his performance of the contract with request to take remedial actions failing which the latter may be excluded from forthcoming bidding exercises of the public body.

Recurrence of above shortcomings to be reported to Procurement Policy Office (PPO) for necessary action

General Conditions

Action will be taken in respect to the following shortcomings:

- 1 If on any one occasion in a fortnight, 15% of the linen items have been poorly washed at any site (after a first complaint).
- 2 If on any one occasion in a fortnight, 15% of the linen items have been poorly ironed at any site (after a first complaint).
- 3 At least two adverse reports in a fortnight from hospital authorities on mixing of linen items with those from other hospitals.
- 4 If on any one occasion in a fortnight, 15% of the linen items have been poorly packed at any site (after a first complaint).
- 5 If on any one occasion in a fortnight, 10% of the clean linen items have been found to be torn or with missing buttons in aprons (after a first complaint).
- 6 If on any one occasion in a fortnight, 10% of the linen items have been short supplied after 48 hours at any site (after a first complaint).
- 7 If on any one occasion in a fortnight, there has been late delivery of 15% of the clean linen items, without prior notice.
- 8 If on any one occasion there has been late collection of soiled linen items, without prior notice.

LAUNDRY SERVICES FOR HOSPITAL CLOTHING -REGION 1 – DR. A.G. JEETOO HOSPITAL

Provision of Laundry Services for a period of 6 months for Health Region I							
SN	Requirements	DRJH	BSMHCC	SBEH	QTY	Rate (Rs)	Amount (Rs)
1	Apron (Grey and White)	27,500	21,500	3,850	52,850		
2	Bedsheets(white and Coloured)	87,500	76,500	20,820	184,820		
3	Blankets	13,500	10,500	300	24,300		
4	Canvas Trolley	-	-	-	-		
5	Cot Blanket	-	-	-	-		
6	Cot sheet (Canvas)	-	-	-	-		
7	Curtains	2,000	37	330	2,367		
8	Drawsheets	10,000	-	432	10,432		
9	Dressings	-	-	-	-		
10	Green Gowns	8,000	-	1,820	9,820		
11	Green sheets	12,500	-	-	12,500		
12	Green shirts	2,500	-	875	3,375		
13	Green trousers	2,500	-	875	3,375		
14	Helpless	-	-	-	-		
15	Perforated towel	1,250	-	6,000	7,250		

Provision of Laundry Services for a period of 6 months for Health Region I							
SN	Requirements	DRJH	BSMHCC	SBEH	QTY	Rate (Rs)	Amount (Rs)
16	Pillow Cases	10,500	34,500	7,365	52,365		
17	Table Cloth	1,000	1,500	400	2,900		
18	Towel Bath	300	750	400	1,450		
19	Towel Hand(Common)	2,500	13,000	7,750	23,250		
20	Trolley covers	3,500	-	22,712	26,212		
						Total	

Grand Total Rs. * [Bidder to insert total]

Name of authorized signatory of bid :.....

Position in the organization :.....

Signature:..... Date:.....

Note 1: Bidders have to mandatorily fill in the prices for all sites found in any one lot/region. Any omission on the part of the bidder to fill in the price for any one of the site in the lot/region will render the bid for that lot non-responsive.

LAUNDRY SERVICES FOR HOSPITAL CLOTHING - REGION 2 – SSRN HOSPITAL

Provision of Laundry Services for a period of 6 months for Health Region II							
SN	Requirements	SSRN Hospital	Poudre D'Or Hospital	LMH	QTY	Rate (Rs)	Amount (Rs)
1	Apron (Grey and White)	30,000	5,750	1,250	37,000		
2	Bedsheets(white and Coloured)	40,000	9,000	13,250	162,250		
3	Blankets	17,500	650	3,000	21,150		
4	Canvas Trolley	800	-	-	800		
5	Cot Blanket	-	-	-	-		
6	Cot sheet (Canvas)	-	-	-	-		
7	Curtains	1,500	55	50	1,605		
8	Drawsheets	25,000	85	250	25,335		
9	Dressings	-	-	-	-		
10	Green Gowns	11,500	-	-	11,500		
11	Green sheets	7,000	-	-	7,000		
12	Green shirts	6,500	-	-	6,500		
13	Green trousers	6,500	-	-	6,500		
14	Helpless	1,500	-	-	1,500		
15	Perforated towel	-	-	-	-		
16	Pillow Cases	28,000	63	2,800	30,863		
17	Table Cloth		25	275	3,800		

Provision of Laundry Services for a period of 6 months for Health Region II							
SN	Requirements	SSRN Hospital	Poudre D'Or Hospital	LMH	QTY	Rate (Rs)	Amount (Rs)
		3,500					
18	Towel Bath	250	150	250	650		
19	Towel Hand(Common)	13,500	500	4,900	18,900		
20	Trolley covers	40,000	20	1,500	41,520		
						Total	

Grand Total Rs. * [Bidder to insert total]

Name of authorized signatory of bid :.....

Position in the organization :.....

Signature:..... Date:.....

LAUNDRY SERVICES FOR HOSPITAL CLOTHING
REGION 3 – Dr Bruno Cheong Hospital

Provision of Laundry Services for a period of 6 months for Health Region 3				
SN	Requirements	<u>Dr Bruno Cheong Hospital</u> (QTY)	Rate (Rs)	Amount (Rs)
1	Apron (Grey and White)	30,000		
2	Bedsheets(white and Coloured)	137,500		
3	Blankets	12,500		
4	Canvas Trolley	500		
5	Cot Blanket	-		
6	Cot sheet (Canvas)	-		
7	Curtains	-		
8	Drawsheets	2,000		
9	Dressings	2,750		
10	Green Gowns	10,000		
11	Green sheets	10,000		
12	Green shirts	5,000		
13	Green trousers	5,000		
14	Helpless	-		
15	Perforated towel	4,000		
16	Pillow Cases	20,000		
17	Table Cloth	-		
18	Towel Bath	-		
19	Towel Hand(Common)	-		
20	Trolley covers	30,000		
			Total	

Grand Total Rs. * [Bidder to insert total]

Name of authorized signatory of bid :.....

Position in the organization :.....

Signature:.....

Date:.....

LAUNDRY SERVICES FOR HOSPITAL CLOTHING - REGION 4 – J. NEHRU HOSPITAL

Provision of Laundry Services for a period of 6 months for Health Region IV							
SN	Requirements	J. Nehru Hospital	New Souillac Hospital	Mahebourg Hospital	QTY	Rate (Rs)	Amount (Rs)
1	Apron (Grey and White)	27,500	6,400	4,250	38,150		
2	Bedsheets(white and Coloured)	92,500	27,000	9,500	129,000		
3	Blankets	15,000	1,500	475	16,975		
4	Canvas Trolley	-	-	-	-		
5	Cot Blanket	-	-	-	-		
6	Cot sheet (Canvas)	-	-	-	-		
7	Curtains	1,250	150	37	1,437		
8	Drawsheets	1,100	500	30	1,630		
9	Dressings	-	-	-	-		
10	Green Gowns	4,250	650	-	4,900		
11	Green sheets	2,600	500	-	3,100		
12	Green shirts	17,500	2,000	-	19,500		
13	Green trousers	17,500	2,000	-	19,500		
14	Helpless	1,650	-	-	1,650		
15	Perforated towel	1,500	-	-	1,500		
16	Pillow Cases	19,000	5,500	3,000	27,500		
17	Table Cloth	100	-	475	575		
18	Towel Bath	1,800	400	-	2,200		

Provision of Laundry Services for a period of 6 months for Health Region IV							
SN	Requirements	J. Nehru Hospital	New Souillac Hospital	Mahebourg Hospital	QTY	Rate (Rs)	Amount (Rs)
19	Towel Hand(Common)	3,100	2,325	-	5,425		
20	Trolley covers	39,000	3,500	1,400	43,900		

Grand Total Rs. * [Bidder to insert total]

Name of authorized signatory of bid :.....

Position in the organization :.....

Signature:..... Date:.....

LAUNDRY SERVICES FOR HOSPITAL CLOTHING - REGION 5 – VICTORIA HOSPITAL

Provision of Laundry Services for a period of 6 months for Health Region 5				
SN	Requirements	Victoria Hospital (QTY)	Rate (Rs)	Amount (Rs)
1	Apron (Grey and White)	32,850		
2	Bedsheets(white and Coloured)	115,000		
3	Blankets	22,600		
4	Canvas Trolley	-		
5	Cot Blanket	2,050		
6	Cot sheet (Canvas)	2,450		
7	Curtains	1,500		
8	Drawsheets	6,000		
9	Dressings	650		
10	Green Gowns	13,150		
11	Green sheets	13,750		
12	Green shirts	8,500		
13	Green trousers	7,650		
14	Helpless			

Provision of Laundry Services for a period of 6 months for Health Region 5				
SN	Requirements	Victoria Hospital (QTY)	Rate (Rs)	Amount (Rs)
		4,500		
15	Perforated towel	-		
16	Pillow Cases	27,150		
17	Table Cloth	3,000		
18	Towel Bath	5,000		
19	Towel Hand(Common)	11,050		
20	Trolley covers	37,600		
Total				

Grand Total Rs. * [Bidder to insert total]

Name of authorized signatory of bid :.....

Position in the organization :.....

Signature:..... Date:.....

Summary of Bid on a Region basis

Region	Locations	Grand Total for 6 months MUR Excl VAT
1.	Dr. A.G. Jeetoo Hospital Brown Sequard Mental Health Care Centre S. Bharati Eye Hospital	
2	SSRN Hospital Long Mountain Hospital Poudre D'or Hospital	
3	Dr. Bruno Cheong Hospital	
4	J. Nehru Hospital New Souillac Hospital Mahebourg Hospital	
5.	Victoria Hospital	
Total Amount for the Bid (to be carried forward to the Bid Submission Form in Section III)		
<p>Name of authorized Signatory of bid:.....</p> <p>Signature :.....</p>		

Part III – Conditions of Contract and Contract Forms

Section VI. General Conditions of Contract

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) (Ref: NCS/RFQ-GCC14/11-21)^{6*} for Procurement of Services (available on website ppo.govmu.org) except where modified by the Special Conditions below.

⁶ * Public Body to insert complete reference of the document applicable as at this date by consulting PPO's website.

Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is <i>Not Applicable</i>
1.1(d)	The contract name is <i>Procurement of Laundry Services for Hospital Clothing for a period of 6 Months.</i>
1.1(g)	The Employer is <i>Ministry of Health and Wellness</i>
1.1(l)	The Member in Charge is
1.1(o)	The Service Provider is
1.4	<p>The addresses are:</p> <p>Employer: The Senior Chief Executive Ministry of Health and Wellness 10th Floor Emmanuel Anquetil Building, SSR Street, Port Louis</p> <p>Attention: : Assistant Manager Procurement and Supply (Non-Medical, Works & Services Section)</p> <p>Facsimile: +230 214 9006</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer:</p>

Region	Location	Contact details
1.	(a) Dr. A. G. Jeetoo Hospital	Name: Ms Y. D. Ramkissoon (RHSA) Telephone: +230 203 1001 Fascimile: +230 212 4476
	(b) Brown Sequard Mental Health Care Centre	Name: Mr V. Gokool (HA) Telephone: +230 402 1400 Fascimile: +230 454 9309
	(c) S. Bharati Eye Hospital	Name: Mrs. J. Surdha Telephone: +230 460 5000 Fascimile: +230 433 8552
2.	(a) SSRN Hospital	Name: Ms S. Beharry (RHSA) Telephone: +230 209 3400 Fascimile: +230 243 8965
	(b) Long Mountain Hospital	Name: Mrs R. Callychurn (HEA) Telephone: +230 209 20230 Fascimile: +230 246 5020
	(c) Poudre D'Or Hospital	Name: Mr L. Ramchuritter (HEA) Telephone: +230 283 7568 Fascimile: +230 283 6916
3.	Dr. Bruno Cheong Hospital	Name: Mr A. Panchoo (RHSA) Telephone: +230 402 2400 Fascimile: +230 413 2566
4.	(a) J. Nehru Hospital	Name: Mrs J. Chuckowry Telephone: +230 603 7000 Fascimile: +230 627 4982
	(b) New Souillac Hospital	Name: Mrs S. Hingun – HAA Telephone: +230 603 7100 Fascimile: +230 625 8553
	(c) Mahebourg Hospital	Name: Mr L. Kishun – HAA Telephone: +230 604 2000 Fascimile: +230 631 9707
5.	(a) Victoria Hospital	Name: Mr R. Bhowany (RHSA) Telephone: +230 402 0800 Fascimile: +230 425 0431

For the Service Provider: _____

2.1	The date on which this Contract shall come into effect is 6 months from the intended commencement date of the contract which may be renewed on a monthly basis to the satisfactory performance of the service provider as assessed by the Ministry.
2.2.2	The Intended Starting Date for the commencement of Services is within 7 days after signature of Contract or as agreed by both parties.
2.3	The Intended Completion Date is 6 months after the start of the service.
3.2.3	Activities prohibited after termination of this Contract are Not applicable
3.7(d)	The other actions are None.
3.9	The Service provider shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
3.10.1	<p>The liquidated damages rate is 0.5% per day of the value of undelivered items for the services at a location in the respective hospitals.</p> <p>The maximum amount of liquidated damages for the whole contract is 5% of the final Contract Price.</p>
3.10.3	<p>The percentage of the cost of having the defect corrected to be used for the calculation of Lack of Performance Penalty(ies) is 125 % of the cost of the defect which has not been corrected.</p> <p>The Defects Liability Period is Not Applicable.</p>
5.1	The assistance and exemptions provided to the Service Provider are: None
6.2(a)	The amount in local currency is Mauritian Rupees.
6.2(b)	The amount in foreign currency or currencies is Not Applicable.
6.4	<p>Payments shall be made according to the following schedule:</p> <p>The Public Body undertakes to effect payment within 21 working days from receipt of invoice after supply of the service items to the satisfaction of the Public Body, subject to the Service Provider submitting all required documents. Final payment shall be adjusted to reflect any non-compliance in the execution of the contract. In case the Supplier is an SME, payment will be effected within 14 working days.</p>
6.5	The interest rate is 2% above the rate published by the Bank of Mauritius on the day payment is made.
6.6.1	Price adjustment is not to be applied in accordance with Sub-Clause 6.6.

<p>7.1</p>	<p>The principle and modalities of inspection of the Services by the Employer are as follows:</p> <p>Collection: Regular / Irregular</p> <p>Delivery : Regular / Irregular</p> <p>Washing: Good / Satisfactory / Poor</p> <p>Ironing: Satisfactory / Poor</p> <p>Packing : Satisfactory / Poor</p> <p>Mixing of Clothes for different hospitals</p> <p>Outstanding / owing clothes</p> <p>Torn Clothes</p> <p>N.B.</p> <p>Bidders who fail to abide to these principles and modalities will be strictly penalized as follows:</p> <p>(a) 10 % of the value of the amount of the service (computed in respect of the linen items) will be deducted for irregular collection (as regards to the time stated for collection of soiled items), delivery (within 48 hrs after collection) and outstanding or clothing items becoming due.</p> <p>(b) No payment will be effected for the followings:-</p> <p>(i) Poor washing</p> <p>(ii) Poor Ironing</p> <p>(iii) Poor packing</p> <p>(iv) Torn clothing items</p> <p>(v) Mixing of linens for different hospitals*</p> <p>*For mixing of linens, the service provider will also be required to return back the mixed linen and deliver same to their respective hospital(s) at their own cost and within the shortest lapse of time.</p>
<p>8.2.3</p>	<p>The Adjudicator is not applicable.</p>
<p>8.2.4</p>	<p>The arbitration procedures of the following institutions will be used:</p> <p>(a) <i>Arbitration in Mauritius:</i></p> <p><i>Following notice of intention to commence arbitration issued by either</i></p>

	<i>party an Arbitrator shall be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Mauritius. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties”.</i>
8.2.5	The designated Appointing Authority for a new Adjudicator is <i>Not Applicable.</i>

Section VIII. Contract Forms

Table of Forms

Bank/Insurance company Guarantee for Advance Payment	69
Performance Security	70
Letter of Acceptance	71
Form of Contract	72

Bank/Insurance company Guarantee for Advance Payment

Not Applicable

To: _____

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-Clause 6.4 (“Terms and Conditions of Payment”) of the above-mentioned Contract, _____ (hereinafter called “the Service Provider”) shall deposit with _____ a Bank/Insurance company Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____

We, the _____, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding _____

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between _____ and the Service Provider, 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 remain valid and in full effect from the date of the advance payment under the Contract until _____ receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: _____

Name of Bank/Insurance company: _____

Address: _____

Date: _____

Performance Security

.....*Bank/Insurance company's Name and Address of Issuing Branch or Office*.....

Beneficiary:*Name and Address of Public Body*.....

Date...

PERFORMANCE GUARANTEE No.:.....

We have been informed that*name of the Contractor*..... (hereinafter called "the Contractor") has entered into Contract No.....*reference number of the Contract*..... dated..... with you, for the execution of *name of Contract and brief description of services*(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we *name of Bank/Insurance company*hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *amount in figures (amount in words)*..... such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire not later than twenty-eight days from the date of issuance of the Certificate of Completion/Acceptance Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the.....*day* of,, whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758. (Applicable to overseas contractor only).

.....*Seal of Bank/Insurance company and*

Signature(s).....

Letter of Acceptance

[date]

To: [name and address of the Service provider]

This is to notify you that your Bid dated [date] for execution of the [name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that [insert name proposed by Employer in the Bidding Data],

or

We accept that [name proposed by bidder] be appointed as the Adjudicator

or

We do not accept that [name proposed by bidder] be appointed as Adjudicator, and by sending a copy of this letter of acceptance to [insert the name of the Appointing Authority], we are hereby requesting [name], the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Bidders

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: _____
 Name and Title of Signatory: _____
 Name of Agency: _____

Attachment: Contract

Form of Contract

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Scope of Service and Performance Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

- 2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]