



**MINISTRY OF HEALTH AND WELLNESS**

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**Award of Procurement Contract**  
**Notice under section 40(7) of the Public Procurement Act**  
**MHPQ/MDIS/2022-2023/Q29**  
**Procurement of Medical Disposables**  
**(Infusion, Transfusion Set, etc.) for annual year 2022-2023**

This is to notify that, following the bidding exercise carried out by the Ministry of Health and Wellness for the **Procurement of Medical Disposables (Infusion, Transfusion Set, etc.) for annual year 2022-2023** (IFB Reference No: HEALTH/IFB/2023/1141), the contract has been awarded to Y & S Trading Co. Ltd, 59A, Avenue Edgar Quirin, Phoenix for the sum of Rs. 15,190,150.00 (Rupees fifteen million one hundred ninety thousand one hundred and fifty only) excluding VAT.

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

**Date: 08 February 2024**

Ministry of Health and Wellness

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MHPDO/MDIS/2023-2024/DO34

25 January 2024

The Managing Director  
Y & S Trading Co. Ltd  
59A, Avenue Edgar Quirin  
Phoenix

[Attention: Mr S. Yeten]

Tel: 696 5349  
Fax: 698 8724

Dear Sir,

**Procurement of Medical Disposables (Transfusion Set, Infusion Set, Intravenous Cannula, Nebuliser masks and oxygen facemask) for annual year 2022-2023**

Please refer to your offer dated 15 August 2023 in response to our Invitation for Bids MHPQ/MDIS/2022-2023/Q29 dated 06 July 2023 on the above subject.

2. We wish to inform you that your offer for the Procurement of medical disposables (Infusion, Transfusion set etc.) for annual year 2022-2023 as per Annex A, for the total amount of Rs 15,190,150.00 (Rupees fifteen million one hundred ninety thousand one hundred and fifty only) inclusive of all applicable charges, duties and taxes and exclusive of VAT, subject to the specifications, terms and conditions of the bidding documents, has been approved.

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

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

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

4. The items should be delivered to the Officer-In-Charge, Section B, Central Supplies Division, Ministry of Health and Wellness, Plaine Lauzun, Port Louis, as per Annex A. The Officer-In-Charge should be informed 2 days prior to delivery through a letter or mail.



5. Liquidated damages, if any, will be charged at the rate of **0.5%** per day of delay by the Ministry up to a maximum of **10%** of the contract price, after which the contract may be considered as terminated.
6. Upon confirmation by **User Department** that the items have been delivered in good condition, and in compliance to specifications, Goods Form 1 will be drawn by the Procurement and Supply Section, Section B, Central Supplies Division and payment will be credited to your bank account by the Finance Section of the Ministry after signature of Goods Form 1.
7. Any increase / decrease resulting from a fluctuation in the rate of exchange within the schedule of delivery agreed upon by the Ministry will be adjusted accordingly.
8. The shelf life of the items shall be **at least 36 months or more** as from the date of delivery of each consignment.
9. The following documents should subsequently be submitted to the Procurement and Supply Section, for payment purposes:
- (i) Duly signed Goods Form 1;
  - (ii) Duly signed Original Delivery note;
  - (iii) Duly signed Original Invoices; and
  - (iv) Your bank name and bank account number.
10. You are requested to submit **within twenty-eight (28) days** as from date of this letter, a Performance Security representing 10% of the contract value in the form of a Bank Guarantee issued by a Commercial Bank operating in Mauritius. The Security should be valid for a period of **twenty-eight (28) days** beyond the delivery schedule and should be submitted to the **Procurement Registry, Ministry of Health and Wellness, 10th Floor, Emmanuel Anquetil Building, Port-Louis**. In the event of delay in the delivery schedule, you shall extend this security for a period of twenty-eight days (28) days following the date of completion of your performance obligations under the contract. Failure to provide the required **Performance Security** within the prescribed time shall result in an automatic cancellation of the Award. No items will be accepted prior to submission of a valid Performance Security.
11. Any correspondence or query in regard to this Award should be addressed to the Senior Chief Executive, Attn: **Mrs. B. S. Gungadeen**, 5<sup>th</sup> Floor, Ministry of Health and Wellness, Emmanuel Anquetil Building, SSR Street, Port-Louis (Fax: 214 3323).
12. Please acknowledge receipt of this Letter of Award by return fax **214 9006** within **five (5) days** as from the date of issue of this letter.
13. This Letter of Award and your offer dated **15 August 2023** shall constitute a binding agreement between you and the Ministry of Health and Wellness.

Yours faithfully,



**D. Conhye**  
for Senior Chief Executive

Line Item N°	Description of Goods	Quantity (Units)	Rate (Rs.)	Amount (Rs.)
2	<p><b>(Option 1)</b> Sterile, disposable individually packed, blood transfusion set with air cannula and particle filter.</p> <p>Manufacturer: Nubeno</p> <p>Country of Origin: India</p>	600,000	5.97	3,582,000.00
	<p style="text-align: center;"><b>Delivery in three (03) equal consignments</b></p> <p><b>Delivery Schedule</b></p> <p><b>Earliest Delivery Date:</b> First: 4 weeks Second: 32 weeks Third: 52 weeks</p> <p><b>Latest Delivery Date:</b> First: 16 weeks Second: 36 weeks Third: 56 weeks</p>			
3	Lot A: Sterile, disposable, individually packed, with graduated 100 ml (+/- 10%) burette chamber, bacteria tight, air vent in the drip chamber.			
3A	<p><b>(Base Offer)</b> Volumetric Infusion set</p> <p>Manufacturer: Shandong Wuzhou</p> <p>Country of Origin: China</p>	50,000	16.93	846,500.00
3B	<p><b>(Base Offer)</b> Volumetric Transfusion set</p> <p>Manufacturer: Shandong Wuzhou</p> <p>Country of Origin: China</p>	45,000	21.69	976,050.00
<p><b>Delivery Schedule</b> Items 3A and 3B</p>		<b>Delivery in two (02) equal consignments</b>		
		<p><b>Earliest Delivery Date:</b> First: 4 weeks Second: 32 weeks</p>	<p><b>Latest Delivery Date:</b> First: 16 weeks Second: 36 weeks</p>	
7	Lot C: Sterile, disposable, individually packed, Intravenous cannula, made of polythene with hydrophobic blood and grip plates for puncture stopper and grip plates for secure puncture, with injection port			



7A	<u>(Option 1)</u> Intravenous Cannula size 16FG - (1.6-1.8) x 50mm (+/- 10%)  <b>Manufacturer:</b> Bioflon  <b>Country of Origin:</b> India	15,000	2.88	43,200.00
7B	<u>(Option 1)</u> Intravenous Cannula size 18FG - 1.3 x 45mm (+/- 10%)  <b>Manufacturer:</b> Bioflon  <b>Country of Origin:</b> India	100,000	2.88	288,000.00
<b>Delivery Schedule</b> Items 7A and 7B		<b>Delivery in one (01) consignment</b>		
		<b>Earliest Delivery Date:</b> First: 4 weeks		<b>Latest Delivery Date:</b> First: 16 weeks
7C	<u>(Option 1)</u> Intravenous Cannula size 20FG - 1.1 x 33mm (+/- 10%)  <b>Manufacturer:</b> Bioflon  <b>Country of Origin:</b> India	300,000	2.88	864,000.00
7D	<u>(Option 1)</u> Intravenous Cannula size 22FG - 0.9 x 25mm (+/- 10%)  <b>Manufacturer:</b> Bioflon  <b>Country of Origin:</b> India	300,000	2.88	864,000.00
<b>Delivery Schedule</b> Items 7C and 7D		<b>Delivery in two (02) equal consignments</b>		
		<b>Earliest Delivery Date:</b> First: 4 weeks Second: 32 weeks		<b>Latest Delivery Date:</b> First: 16 weeks Second: 36 weeks
8	<b>Lot D: Nebuliser mask complete with nebuliser chamber and tubing. The medicine chamber should be without loose parts to prevent potential hazards to patients. The medicine chamber should be of screwing type for secure closing. Clicking type is not recommended as difficult closing is encountered by the users.</b>			
8A	<u>(Base Offer)</u> Nebuliser mask size Child  <b>Manufacturer:</b> Bonree Medical  <b>Country of Origin:</b> China	100,000	15.76	1,576,000.00

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8B	<b>(Base Offer)</b> Nebuliser mask size Adult  <b>Manufacturer: Bonree Medical</b>  <b>Country of Origin: China</b>	250,000	15.76	3,940,000.00
<b>Delivery Schedule</b> <b>Items 8A and 8B</b>		<b>Delivery in two (02) equal consignments</b>		
		<b>Earliest Delivery Date:</b> First: 4 weeks Second: 32 weeks	<b>Latest Delivery Date:</b> First: 16 weeks Second: 36 weeks	
11	<b>(Base Offer)</b> Disposable, individually packed oxygen facemask with connection tube, size Adult, packed in carton of 100 units, with the following specifications: - (i) Safer and easier communication even when the facemask is on; (ii) Easy to use; (iii) Suitable for both low and high oxygen flows; (iv) Patient friendly - low breathing resistance, odour free and filtrates surrounding odours and particles; (v) Decreasing the spread of infection; properly fitted to prevent droplet infection spread; (vi) Moisture recycling – to prevent drying of mucous membrane; (vii) Anti crush tubing with proper positioning; (viii) Adjustable nose clip.  <b>Manufacturer: Bonree Medical</b>  <b>Country of Origin: China</b>	180,000	12.28	2,210,400.00
<b>Delivery Schedule</b>		<b>Delivery in three (03) equal consignments</b>		
		<b>Earliest Delivery Date:</b> First: 4 weeks Second: 32 weeks Third: 52 weeks	<b>Latest Delivery Date:</b> First: 16 weeks Second: 36 weeks Third: 56 weeks	
<b>TOTAL</b>				<b>15,190,150.00</b>



By mail to:

Regional Health Director, SSRN Hospital  
Regional Health Director, Dr. Bruno Cheong Hospital  
Regional Health Director, Victoria Hospital  
Regional Health Director, J. Nehru Hospital  
Regional Health Director, Dr. A. G. Jeetoo Hospital  
Ag. DPS, (Mrs. Gungadeen)  
Manager Procurement and Supply – MPS (Mr A)  
Manager Procurement and Supply – Central Supplies Division  
Manager Procurement and Supply, Procurement Unit, Dr. A. G. Jeetoo Hospital  
Manager Procurement and Supply, Procurement Unit, Victoria Hospital  
Manager Procurement and Supply, Procurement Unit, SSRN Hospital  
Manager Financial Operations  
Manager Internal Control  
Assistant Manager Procurement and Supply – Stock Control Unit  
Assistant Manager Procurement and Supply, Medical Disposable Section  
Assistant Manager Procurement and Supply, Section B, Central Supplies Division  
Assistant Manager Procurement and Supply, Procurement Unit, SSRN Hospital  
Assistant Manager Procurement and Supply, Procurement Unit, Dr. Bruno Cheong  
Hospital, Flacq  
Assistant Manager Procurement and Supply, Procurement Unit, J. Nehru Hospital  
Assistant Manager Procurement and Supply, Procurement Unit, Dr. A. G. Jeetoo  
Hospital  
Assistant Manager Procurement and Supply, Procurement Unit, Victoria Hospital

Copy to:

MHPQ/MDIS/2022-2023/Q29  
Flimsy

# Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System  
 Document Name: PROCUREMENT OF MEDICAL DISPOSABLE (INFUSION SET, TRANSFUSION SET ETC) FOR ANNUAL REQUIREMENTS 2022-2023  
 Tender NO. : HEALTH/IFB/2023/1141

**Cost Structure for Value Added Calculation per Product:** No files attached.

**ANY OTHER DOCUMENTS (VER. 1.0)**

**Other documents:** Nubeno CE certificate.pdf; Nubeno ISO-Certificate.pdf; Company Profile 1.jpg; Certificate VAT.jpg; BRN.jpg; Shandong Wuzhou Medical CE Certificate.pdf; Shandong Wuzhou Medical ISO certificate.pdf; Bio Med Catalogue.pdf; BIO MED CE Certificate.pdf; BIO MED ISO CERTIFICATE.pdf; Shandong Wuzhou catalogue- 2023.pdf; Nubeno catalogue 27.07.23.pdf; Bonree catalogue.pdf; Bonree CE certificate 2.pdf; Bonree ISO certificate 2.pdf; Bonree ISO certificate.pdf

**TECHNICAL RESPONSIVENESS CHECKLIST\_UPLOAD**

**Technical Responsiveness Checklist:** Bonree catalogue.pdf; Nubeno catalogue 27.07.23.pdf; Bio Med Catalogue.pdf

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

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

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

To: Ministry of Health

We, the undersigned, declare that::

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda Number: MHPO/MDIS/2022-2023/Q29 Addendum 1
- (b) We offer to supply in conformity with the Bidding Documents Medical disposables and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services:
- (c) The total price of our Bid, excluding VAT and any discounts offered in item (d) below, is:

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

	Item Reference
<b>Amount in figures</b>	
<b>20571300 Mauritian Rupee</b> <small>(Twenty Million Five Hundred Seventy One Thousand Three Hundred Rupees Only)</small>	
<b>Bid Price for first option (at Bidder's discretion, where applicable) excluding VAT and discount:</b>	
<b>Amount in figures</b>	
<b>18344700 Mauritian Rupee</b> <small>(Eighteen Million Three Hundred Forty Four Thousand Seven Hundred Rupees Only)</small>	
<b>Bid Price for second option (at Bidder's discretion, where applicable) excluding VAT and discount:</b>	
<b>Amount in figures</b>	

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

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

	Methodology of application	Item Reference
<b>Amount in figures</b>		



# Government of Mauritius e-Procurement System

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 Document Name: PROCUREMENT OF MEDICAL DISPOSABLE (INFUSION SET, TRANSFUSION SET ETC) FOR ANNUAL REQUIREMENTS 2022-2023  
 Tender NO. : HEALTH/IFB/2023/1141

0	0
Discount and methodology of its applications for first option (at Bidder's discretion, where applicable)::	
0	0
Amount in figures	Item Reference
0	Methodology of application
Discount and methodology of its applications for second option (at Bidder's discretion, where applicable)::	
0	0
Amount in figures	Item Reference
0	Methodology of application

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

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

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

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

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

(j) Margin of Preference:

We do not apply for Margin of Preference

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

n/a

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

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

# Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System  
Document Name: PROCUREMENT OF MEDICAL DISPOSABLE (INFUSION SET, TRANSFUSION SET ETC) FOR ANNUAL REQUIREMENTS 2022-2023  
Tender NO. : HEALTH/IFB/2023/1141

(n) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution: i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Purchaser's employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain an advantage of any kind whatsoever during the tender process or during the execution of the contract. ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process. iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding. We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.:

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

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

**Name of Person duly authorized to digitally signing the bid:** Sadayen Yeten  
Director

**Duly authorized to digitally sign the bid for and on behalf of:** Y&S TRADING CO LTD

**Bid Securing Declaration:**

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

## Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System

Document Name: PROCUREMENT OF MEDICAL DISPOSABLE (INFUSION SET, TRANSFUSION SET ETC) FOR ANNUAL REQUIREMENTS 2022-2023

Tender NO. : HEALTH/IFB/2023/1141



Ministry of Health and Wellness

MHPQ/MDIS/2022-2023/Q29  
HEALTH/IFB/2023/1141

24 July 2023

**PROCUREMENT OF MEDICAL DISPOSABLE (INFUSION, TRANSFUSION SET ETC)  
FOR ANNUAL YEAR 2022-2023**

**ADDENDUM No. 1**

To: All Potential Bidders

Please refer to this Ministry's invitation for bids dated 06 July 2023 on the above subject.

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

Item No	CLARIFICATION REQUESTED	REPLY
1	Infusion Set: Please Provide more specifications or pictures to be able to work out the item?	Sharp Spike with Protective Cap, transparent drip chamber, air vent, 15-20-micron fluid filter, soft and kink resistant PVC tubing, Smooth roller clamp, Y injection port, approximately 20 drops/ml, tube length 1.5-2.0 meters, Needle 21 G
2	Blood Transfusion Set: Please Provide more specifications or pictures to be able to work out the item?	Sharp Spike with protective cap, transparent drip chamber, air vent, soft and kink resistant PVC tubing, Blood filter of 170-260 microns, approximately 20 drops/ml, tube length 1.5-2.0 meters
8A	Is it Child standard or elongated type?	Standard type
8B	Is it adult standard or elongated type?	Standard type
10	Should the Oxygen tube of the nebuliser mask be 1.5 or 2.1m?	1.5 meters
11	Is the Oxygen Mask multi-vented with two exchanging diluters? Should it be 1.5 or 2.1m?	*-Multi-vented with two exchanging diluters not required -1.5 meters
	Request for extension	The closing date for submission of bids has been extended to <b><u>Tuesday 15 August 2023</u></b> and opening date is <b><u>Wednesday 16 August 2023.</u></b>

3. All other conditions in the bidding documents remain unchanged.

4. Bidders are, therefore, requested to take note of this Addendum whilst submitting their bids.

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

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

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

### 1. Definitions (GCC Clause 1)

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

GCC 1.1 (i) - The Supplier is:

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

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

### 2. Country of Origin (GCC Clause 3)

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

### 3. Inspections and Tests (GCC Clause 7)

GCC 7.1 - Inspection and tests prior to shipment are as follows: **Not Applicable**

GCC 7.6 - Inspections and tests at final acceptance are as follows: **Samples submitted at time of bid submission shall be compared against consignment delivered to assure that they are identical and as per the technical Specifications, Terms and Conditions of Contract.**

### 4. Packing (GCC Clause 8)

GCC 8.3 - The following SCC shall supersede GCC Clause 8.2:

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

-

**The markings inside are:**

**SOLD TO MOH & W – NOT FOR RESALE**

**The markings outside are:**

**The Senior Chief Executive**

**Attention: Manager Procurement and Supply**

**Central Supplies Division,**

**Ministry of Health and Wellness,**

**Plaine Lauzun,**

**Port Louis**

## 5. Delivery and Documents (GCC Clause 9)

Delivery shall be effected as per List of Goods and Delivery Schedule of the bidding documents.

The documents to be furnished by the Supplier are:

- i. Original Delivery Note
- ii. Original Invoice
- iii. Documentary evidence certifying payment of VAT
- iv. Bank name, address and account number

## 6. Insurance (GCC Clause 10)

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

## 7. Incidental Services (GCC Clause 12)

GCC 12.1 - Incidental services to be provided are: Not Applicable

## 8. Spare Parts (GCC Clause 13)

GCC 13.1 - The additional spare parts requirements are: Not Applicable

## 9. Warranty (GCC Clause 14) - Not Applicable

## 10. Payment (GCC Clause 16)

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

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

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

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

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

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

the Purchaser. In case the Supplier is an SME, payment will be effected within 14 working days.

*[Please note that percentages may be changed to meet procurement specific requirements or trade norms.]*

#### **11. Performance Security (GCC Clause 18)**

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

#### **12. Liquidated Damages (GCC Clause 22)**

GCC 22.1 - Applicable rate: The liquidated damages shall be 0.5 % per day of delay for amount of undelivered goods.

Maximum deduction:

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

#### **13. Resolution of Disputes (GCC Clause 27)**

GCC 27.2 - The dispute resolution mechanism to be applied pursuant to GCC Clause 27.2 shall be as follows:

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

#### **14. Notices (GCC Clause 30)**

GCC 30.1 - Purchaser's address for notice purposes:

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

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

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

Supplier's address for notice purposes:

## 15. Performance Security

### 15.1 GCC 32.1

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

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

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

16. **Shelf Life** for all items shall be **at least 36 months or more** as from date of delivery of each consignment.