



Ministry of Health and Wellness

Award of Procurement Contract **Notice under section 40(7) of the Public Procurement Act**

This is to notify that, following the bidding exercise carried out by the Ministry of Health and Wellness for the “Procurement of Frozen Headless White Fish for a period of Two Years for all Hospitals (IFB Reference No.: HEALTH/IFB/2023/1117)”, the contract has been awarded to Charles Ultimate Global Services (CUGS) Ltd of 8, Praslin Street, Port Louis for the sum of Rs 22,002,825.00 (Rupees Twenty Two Million, Two Thousand and Eight Hundred and Twenty-Five only) excluding VAT.

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

05 February 2024

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Ministry of Health and Wellness

MHPDO/NMED/2023-2024/DO15

31 August 2023

The Managing Director
Attn: Mr. Bryan Charles
Charles Ultimate Global Service (CUGS) Ltd
8, Praslin Street
Les Salines, Port Louis
Tel: 5256 1202
Fax: 234 6788
E-mail: cugsltd@live.com

Dear Sir,

**SUPPLY OF FROZEN HEADLESS WHITE FISH
FOR A PERIOD OF TWO YEARS FOR ALL HOSPITALS**

Please refer to your offer dated 27 March 2023 and your letter dated 14 June 2023 in response to our Invitation for Bids, Reference No.: MHPQ/NMW&S/2022-2023/Q108 (e-Procurement Reference. No.: HEALTH/IFB/2023/1117), dated 28 February 2023 regarding the above subject.

2. We wish to inform you that your offer for the Supply of Frozen Headless White Fish for a period of Two Years for all Hospitals as mentioned hereunder, for the total amount of Rs 22,002,825.00 (Rupees Twenty-Two Million, Two Thousand and Eight Hundred and Twenty-Five only), inclusive of all applicable charges, duties and taxes and exclusive of VAT, subject to the specifications, terms and conditions of the bidding documents and extract as per annex, has been approved.

Item No	Description	Quantity	Unit Price (Exclusive of VAT) (Rs)	Total Amount (Exclusive of VAT) (Rs)
1(a)	Frozen Headless White Fish for Year 1 (Capitaine, Cateau, Dame Berri, Rouget Barbu, Guele Pave, Sacre Chien and Vacoas) Country of Origin: Indonesia	56,180 kgs	195.00 per kg	10,955,100.00
1(b)	Frozen Headless White Fish for Year 2 (Capitaine, Cateau, Dame Berri, Rouget Barbu, Guele Pave, Sacre Chien and Vacoas) Country of Origin: Indonesia	56,655 kgs	195.00 per kg	11,047,725.00
Total Amount (Rs) (inclusive of all applicable charges, duties and taxes and exclusive of VAT)				22,002,825.00

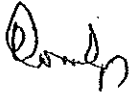
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3. The contract is for a period of two (2) years, effective as from 27 September 2023.
4. The first delivery should be effected as from 27 September 2023 and subsequent deliveries should be effected on an "As and when Required" basis after issue of Goods Form 1, for a period of two years as per the distribution list at Annex A. The Officer in Charge, Catering Unit of each respective Hospital should be informed prior to delivery.
5. Liquidated damages for delays, if any, will be charged at the rate of 0.5% per day of delay for amount of undelivered goods. The maximum amount of liquidated damages shall be 5% of the final contract price of undelivered goods.
6. Goods Form 1 will be drawn by the Procurement and Supply Section of each respective Hospital, upon confirmation by the User Departments that the item has been successfully delivered. Payment will be then effected by the Finance Department of each respective Hospital and will be credited to your bank account after signature of Goods Form 1.
7. The following documents should consequently be submitted to the Procurement and Supply Section of each respective hospital for payment purposes:
 - (i) Duly signed Goods Form 1;
 - (ii) Duly signed Original Delivery Note(s);
 - (iii) Duly signed Original Invoice(s);
 - (iv) Documentary evidence for payment of VAT; and
 - (v) Your bank name, address and Bank Account number.
8. You are requested to submit within twenty-eight (28) days as from the date of this letter, a Performance Security representing 10% of the contract value in the form of a Bank/Insurance Guarantee issued by a Commercial bank/Insurance Company operating in Mauritius. The Security should be valid for a period of twenty-eight (28) days beyond the contract period and should be submitted to the Registry Section, Procurement Unit, 10th Floor, Emmanuel Anquetil Building, SSR Street, Port-Louis. In the event of delay in the delivery of the item, you shall extend this Security for the period mentioned above. Failure to provide the required Performance Security within the prescribed time limit shall result in an automatic cancellation of the Award. No item(s) will be accepted prior to submission of a valid Performance Security.
9. For any deviation in the List of Goods and Delivery Schedule and/or Technical Specifications, this Ministry will make alternative arrangement for the procurement of the item from another source and will claim any excess expenditure incurred from your company.
10. Any correspondence or query in regard to this Award should be addressed to the Senior Chief Executive, Attn: B. S. Gungadeen (Mrs), 5th Floor, Ministry of Health and Wellness, Emmanuel Anquetil Building, SSR Street, Port-Louis.

11 Please acknowledge receipt of this Letter of Acceptance by return fax 211-6864 within seven (7) days as from the date of this letter.

12. This Letter of Acceptance and your offer dated 27 March 2023 and your letter dated 14 June 2023 shall constitute a binding agreement between you and the Ministry of Health and Wellness.

Yours faithfully,



D. Conhye
for Senior Chief Executive

DISTRIBUTION LIST FOR THE SUPPLY OF FROZEN HEADLESS WHITE FISH FOR
A PERIOD OF TWO YEARS FOR ALL HOSPITALS

SN	Hospital Sites	Item 1 (a) Frozen Headless White Fish (Kgs) Year 1	Item 1 (b) Frozen Headless White Fish (Kgs) Year 2
1	Dr A. G. Jeetoo Hospital	5,250	5,400
2	B. Sequard Mental Health Care Centre	6,000	6,000
3	S. Bharati Eye Hospital	180	180
4	Dr. Bruno Cheong Hospital	7,000	7,175
5	SSRN Hospital	10,000	9,500
6	Poudre D'or Hospital	550	600
7	J. Nehru Hospital	8,000	8,500
8	N. Souillac Hospital	600	650
9	Mahebourg Hospital	200	250
10	Victoria Hospital	11,500	11,500
11	ENT Hospital	2,300	2,300
12	New Cancer Centre	4,600	4,600
TOTAL Quantity (Kgs)		56,180	56,655

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
 Document Name: Procurement of Frozen Headless White Fish for a period of two years for all Hospitals
 Tender NO. : HEALTH/IFB/2023/1117

1.7	Frozen Headless White Fish shall be fish that have been gutted and maintained at a temperature of -18°C or less and shall comply with Food Regulations 383.	Bidder to comply	COMPLETED	
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DOCUMENT(S) UPLOAD (VER. 1.0)

Manufacturers Authorization: Letter of Goods Eligibility and Conformity.pdf
 Cost Structure for Value Added Calculation per Product: No files attached.

ANY OTHER DOCUMENTS (VER. 1.0)

Other documents: BRN.pdf; Extract of Written Resolution.pdf; Horse Power Refrigerated Vehicle.jpg; Letter of Goods Eligibility and Conformity.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 and Wellness

We, the undersigned, declare that::

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda Number: NA
- (b) We offer to supply in conformity with the Bidding Documents Frozen Headless white fish and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services:
- (c) The total price of our Bid, excluding VAT and any discounts offered in item (d) below, is:

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

Amount in figures	Item Reference
22002825 Mauritian Rupee <small>(Twenty Two Million Two Thousand Eight Hundred Twenty Five Rupees Only)</small>	1a, 1b

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

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

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

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

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

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

Amount in figures	Methodology of application	Item Reference
0.00	NA	0

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

Amount in figures	Methodology of application	Item Reference
0.00	NA	0

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

Amount in figures	Methodology of application	Item Reference
0.00	0	0

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

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

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

(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')::

NONE

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

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

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

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

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

Name of Person duly authorized to digitally signing the bid: Bryan Charles

In the capacity of:

Director

Duly authorized to digitally sign the bid for and on behalf of: CUGS 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.:

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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:

Sample Provision

GCC 1.1 (j) - The Final Destinations are at Hospital Sites mentioned at **Annex A**.

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: **As per Technical Specifications and Terms and Conditions of Contract.**

4. Packing (GCC Clause 8): Each fish should be supplied in a sealed plastic bag.

5. Delivery and Documents (GCC Clause 9)

First delivery should be effected within four (4) weeks as from date of Letter of Acceptance, after submission of a valid Performance Security. Subsequent deliveries should be effected on an "As and When Required" basis after issue of Goods Form 1 for a period of two years.

GCC 9.3 - The documents to be furnished by the Supplier are:

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

6. **Insurance (GCC Clause 10):** Not applicable

7. **Incidental Services (GCC Clause 12)**

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

8. **Spare Parts (GCC Clause 13):** Not Applicable

9. **Warranty (GCC Clause 14) –** Not Applicable

10. **Payment (GCC Clause 15)**

(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.

11. 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 5% of the final contract price of undelivered goods, after which the contract shall be considered as terminated.

12. 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.

13. Notices (GCC Clause 30)

GCC 30.1 - Purchaser's address for notice purposes:

**The Senior Chief Executive
Attn: Assistant Manager Procurement and Supply
Non-Medical Works & Services Section, Room No 1012
Ministry of Health and Wellness
10th floor, Emmanuel Anquetil Building
SSR Street, Port Louis
Tel No: +230 201 3706; Fax No: +230 210 5940**

14. Performance Security (Clause 32)

14.1 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.

14.2 The Performance Security shall be denominated in *Mauritian Rupees*.

14.3 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.

15. Deviations in the List of Goods and Delivery Schedule and/or Technical Specifications.

For any deviation in the List of Goods and Delivery Schedule and/or Technical Specifications, this Ministry will make alternative arrangement for the procurement of the item from another source and will claim any excess expenditure incurred from the approved bidder.