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
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.

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

[Signature]

D. Conhye
for Senior Chief Executive
<table>
<thead>
<tr>
<th>SN</th>
<th>Hospital Sites</th>
<th>Item 1 (a) Frozen Headless White Fish (Kgs) Year 1</th>
<th>Item 1 (b) Frozen Headless White Fish (Kgs) Year 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dr A. G. Jeetoo Hospital</td>
<td>5,250</td>
<td>5,400</td>
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<tr>
<td>2</td>
<td>B. Sequard Mental Health Care Centre</td>
<td>6,000</td>
<td>6,000</td>
</tr>
<tr>
<td>3</td>
<td>S. Bharati Eye Hospital</td>
<td>180</td>
<td>180</td>
</tr>
<tr>
<td>4</td>
<td>Dr. Bruno Cheong Hospital</td>
<td>7,000</td>
<td>7,175</td>
</tr>
<tr>
<td>5</td>
<td>SSRN Hospital</td>
<td>10,000</td>
<td>9,500</td>
</tr>
<tr>
<td>6</td>
<td>Poudre D'or Hospital</td>
<td>550</td>
<td>600</td>
</tr>
<tr>
<td>7</td>
<td>J. Nehru Hospital</td>
<td>8,000</td>
<td>8,500</td>
</tr>
<tr>
<td>8</td>
<td>N. Souillac Hospital</td>
<td>600</td>
<td>650</td>
</tr>
<tr>
<td>9</td>
<td>Mahebourg Hospital</td>
<td>200</td>
<td>250</td>
</tr>
<tr>
<td>10</td>
<td>Victoria Hospital</td>
<td>11,500</td>
<td>11,500</td>
</tr>
<tr>
<td>11</td>
<td>ENT Hospital</td>
<td>2,300</td>
<td>2,300</td>
</tr>
<tr>
<td>12</td>
<td>New Cancer Centre</td>
<td>4,600</td>
<td>4,600</td>
</tr>
<tr>
<td></td>
<td>TOTAL Quantity (Kgs)</td>
<td>56,180</td>
<td>56,655</td>
</tr>
<tr>
<td>Item Reference</td>
<td>Amount in Figures</td>
<td></td>
<td></td>
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<td>----------------</td>
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<td></td>
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</tr>
<tr>
<td>220028516</td>
<td>0.00 Mountain Rupee</td>
<td></td>
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<table>
<thead>
<tr>
<th>Item</th>
<th>Bid Price for Goods (at bidder's discretion)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a1d</td>
<td>20.4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item Reference</th>
<th>Amount in Figures</th>
</tr>
</thead>
<tbody>
<tr>
<td>220028516</td>
<td>0.00 Mountain Rupee</td>
</tr>
</tbody>
</table>

Sections:
(c) The bidder's price of our bid, excluding VAT and any discounts offered in item (d) below, is:

we, the undersigned, declare that:

Ministry of Health and Wellness

If the bidder's price is NOT applicable or N/A to response is NOT AVAILABLE:

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

amount and correctness in the bid submission form which the bidder must prepare:

If the prices in the price schedule are R.I. of quantities have been correctly offered, please tick below to ascertain that the prices:

(1) BID SUBMISSION FORM (GOODS) (R.I. 1.0)

and conformity: pd.

OTHER DOCUMENTS (R.I. 1.0)

any other documents: pd.

cost structure for goods and furniture per product: no issues attached.

Reasons for rejection: no issues attached.

Manufacturer's Authorization: bidder agrees to comply with Good Manufacturing Practices and Quality Assurance System.
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.