



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 Annual Requirements 2023-2024 for Plastic Tubes for blood collection** (Reference No: **MHPQ/MDIS/2023-2024/Q12**), the contract has been awarded as follows:

Item no	Name of selected bidder and address	Quantity	Physical Unit	Total Amount without VAT (Rs)
3	Ducray Lenoir Ltd 19, Poivre Street Port-Louis	3,000,000	Unit	13,050,000.00
8		400,000		2,300,000.00
			TOTAL	15,350,000.00

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

13 May 2024

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15

Ministry of Health and Wellness

MHPDO/MDIS/2023-2024/DO 97

02 May 2024

The Managing Director
Ducray Lenoir Ltd
Attn: Mr Dharmen Betchoo
19, Poivre Street
Port-Louis

Tel: 202 7700
Fax: 202 7701

Dear Sir,

Procurement of Annual Requirements 2023-2024
for Plastic Tubes for blood collection

Please refer to your offer dated 08 November 2023 in response to our Invitation for Bids MHPQ/MDIS/2023-2024/Q12 dated 06 October 2023 on the above subject.

2. We wish to inform you that your offer for the Supply of Annual Requirements 2023-2024 for Plastic Tubes for blood collection as per Annex A, for the total amount of Rs 15,350,000.00 (Rupees Fifteen Million Three Hundred and Fifty Thousand only) inclusive of all applicable charges, duties and taxes and exclusive of VAT, subject to the specifications, terms and conditions of the bidding documents, has been approved.

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

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

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

4. The shelf life for item no. 3 shall be at least 12 to 15 months as from date of delivery of each consignment and the shelf life for item no. 8 shall be at least 8 to 12 months as from date of delivery of each consignment.

Issued 3/5/24.

5. 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 two (2) days prior to delivery through a letter or mail.

6. 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.

7. Upon confirmation by User Department that the items have been delivered in good condition, and in compliance to specifications, Goods Form 1 will be drawn by the Procurement and Supply Section, Section B, Central Supplies Division and payment will be credited to your bank account by the Finance Section of the Ministry after signature of Goods Form 1.

8. The following documents should subsequently be submitted to the Procurement and Supply Section, for payment purposes:

- (i) Duly signed Goods Form 1;
- (ii) Duly signed Original Delivery note;
- (iii) Duly signed Original Invoices; and
- (vi) Your bank name and bank account number.

9. 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.

10. Any correspondence or query in regard to this Award should be addressed to the Senior Chief Executive, Attn: Mrs. B. S. Gungadeen, 5th Floor, Ministry of Health and Wellness, Emmanuel Anquetil Building, SSR Street, Port-Louis (fax no: 214 3323).

11. 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.

12. This Letter of Award and your offer dated 08 November 2023 shall constitute a binding agreement between you and the Ministry of Health and Wellness.

Yours faithfully,


Z. B. Lallmahomed (Mrs)
Ag. Senior Chief Executive

Line Item N°	Description of Goods	Quantity (Unit)	Rate (Rs.)	Amount (R\$.)
3	<p>EDTA K3Tube, vacuum, made of plastic, with matt label, (length at least 4 cm including expiry date and blood volume indicator), volume 5ml capacity for collection of 2.5 - 4.0ml of blood, size 12 x 75 mm or 13 x 75 mm, containing sprayed dry EDTA, colour coded lavender/purple, pierceable screw rubber cap, resistant to breakage. Packed in housing of .50/100 units and carton of 1000-2000 tubes.</p> <p>Option 1 Make: <u>Greiner Bio-One</u> Country of Origin: <u>Austria</u></p>	3,000,000	4.35	13,050,000.00
Delivery schedule	Delivery in five (05) equal consignments at three (03) months interval. First consignment to be delivered within 3 months as from date of letter of award.			
8	<p>Citrated plastic tube, vacuum, size 12 x 75mm or 13 x 75 mm, containing 3.2% Trisodium citrate as liquid anticoagulant, volume 4-5ml capacity for collection of 2.0-4.0 ml of blood with level indicator, colour coded, pale blue pierceable screw rubber cap, resistant to breakage during centrifugation, expiry date should be specified. Tubes should mention "sterile" with space for writing name of patient, ward, hospital, and date. Tubes should also mention concentration of Trisodium Citrate and collection of blood volume. Storage temperature should be specified on packaging. Packed in housing of 100 units and cartons of 1,000- 2,000 units.</p> <p>Option 1 Make: <u>Greiner Bio-One</u> Country of Origin: <u>Austria</u></p>	400,000	5.75	2,300,000.00
Delivery schedule	Delivery in five (05) equal consignments at three (03) months interval. First consignment to be delivered as from December 2024.			
			TOTAL	15,350,000.00

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
Deputy Permanent Secretary (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, 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:

Medical Disposable Section
MHPQ/MDIS/2023-2024/Q12
Flimsy

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
 Document Name: Annual requirements 2023-2024 for plastic tubes for blood collection samples etc for all hospitals
 Tender NO.: HEALTH/IFB/2023/1497

DOCUMENT(S) UPLOAD (VER. 1.0)

Manufacturers Authorization: LOA-GBO-Ducray Lenoir-Signed.pdf

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

ANY OTHER DOCUMENTS (VER. 1.0)

Other documents: BusinessRegCardDucrayLenoirLtd.pdf; Company Profile.pdf; Ducray Lenoir Ltd - UKAS ISO 9001 2015 - Final Certificate 2023.pdf; incorporation.pdf; Trade Licences Year 2023-24(D).pdf; Item 4 (option 2) 454092.pdf; item 4 (option 1) 454001 brochure.pdf; Item 2 454084 and 454029.pdf; item 3 454036.pdf; item 8 454327 brochure.pdf; ITEM 1 - 454062 brochure.pdf; ITEM 5 - Urine Cup.pdf; Exchange Rate-BOM.JPG; EN ISO 13485 2016 GBO AT SX 1650172_1_valid_until_20_February_2026.pdf; Certificate_ISO_50001_En.pdf; ISO 9001 2015 01_100_1412516_incl_Annex_valid_until_20_February_2026.pdf; ISO_13485-2016_-_TUEV_Rheinland_-_2022_-_EN.pdf; ISO_13485_2016_MDSAP_MD_1650172_1_1_Expiry_Date_28_February_2026.pdf

BID SUBMISSION FORM (OAB - 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:

We, the undersigned, declare that::

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

(b) We offer to supply in conformity with the Bidding Documents Agreed 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
42571600.00 Mauritian Rupee (Forty Two Million Five Hundred Seventy One Thousand Six Hundred Rupees Only)	ITEM 1-2-3-4-5-8
Bid Price for first option (at Bidder's discretion, where applicable) excluding VAT and discount:	
Amount in figures	Item Reference
42399600.00 Mauritian Rupee (Forty Two Million Three Hundred Ninety Nine Thousand Six Hundred Rupees Only)	ITEM 1-2-3-4-5-8
Bid Price for second option (at Bidder's discretion, where applicable) excluding VAT and discount:	
Amount in figures	Item Reference
42571600.00 Mauritian Rupee (Forty Two Million Five Hundred Seventy One Thousand Six Hundred Rupees Only)	ITEM 1-2-3-4-5-8

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

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
 Document Name: Annual requirements 2023-2024 for plastic tubes for blood collection samples etc for all hospitals
 Tender NO. : HEALTH/IFB/2023/1497

Amount in figures	Item Reference
42399600.00 <small>(Forty Two Million Three Hundred Ninety Nine Thousand Six Hundred Mauritian Rupees Only)</small>	ITEM 1-2-3-4-5-8

(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	Item Reference
Methodology of application	Item Reference

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

Amount in figures	Item Reference
Methodology of application	Item Reference

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

Amount in figures	Item Reference
Methodology of application	Item Reference

Discount and methodology of its application for alternative (at Bidder's discretion, where applicable):

Amount in figures	Item Reference
Methodology of application	Item Reference

(e) Our bid shall be valid for a period as specified in ITB 90 days
 21.1 from the date fixed for Bid Submission Deadline in
 according to ITB sub-clause 25.1:

(f) If our bid is accepted, we undertake to obtain a Performance Security in accordance with ITB Clause 45 and GCC Clause 18
 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:

yes

(h) We have no conflict of interest in accordance with ITB Sub-Clause 5.2;:

(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 5.3:

(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..

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System

Document Name: Annual requirements 2023-2024 for plastic tubes for blood collection samples etc for all hospitals

Tender NO. : HEALTH/IFB/2023/1497

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

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

(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: Dharmen Betchoo

In the capacity of: Managing Director

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

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.: +230 214 9006

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 items 1, 2, 4, 5, 6, 7 and 9 shall be at least 18 to 24 months, for item 3- at least 12 to 15 months and for item 8- at least 8 to 12 months as from date of delivery of each consignment.