



MINISTRY OF HEALTH AND WELLNESS

Award of Procurement Contract
Notice under section 40(7) of the Public Procurement Act
MHPQ/MDIS/2023-2024/Q7
Procurement of Wound Management Products
for 2023-2024

This is to notify that, following the bidding exercise carried out by the Ministry of Health and Wellness for the **Procurement of Wound Management Products for 2023-2024 (IFB Reference No: HEALTH/IFB/2023/1469)**, the contract has been awarded to **Y & S Trading Co. Ltd, 59A, Avenue Edgar Quirin, Phoenix** for the sum of **Rs. 15,467,760.00 (Rupees fifteen million four hundred sixty-seven thousand seven hundred and sixty only) excluding VAT.**

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

Date: 03 May 2024

Ministry of Health and Wellness

MHPDO/MDIS/2023-2024/DO 93

02 April 2024

The Director
Y & S Trading Co Ltd
Attn: Mr. Sadayen Yeten
60A Avenue Edgar Quirin
Phoenix

Tel No: 696 5349
Fax No: 698 8724

Dear Sir,

Procurement of Wound Management Products for 2023-2024

Please refer to your offer dated 18 October 2023 in response to our Invitation for Bids MHPQ/MDIS/2023-2024/Q7 dated 14 September 2023 on the above subject.

2. We wish to inform you that your offer for the **Supply of Wound Management Products for 2023-2024** as per Annex A, for the total amount of **Rs 15,467,760.00 (Rupees Fifteen Million Four Hundred Sixty-seven Thousand Seven Hundred and Sixty 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 of the item shall be at least **twenty-four (24) months** as from date of delivery of each consignment.

5. The item 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 item has 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. 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.

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, 5th Floor, Ministry of Health and Wellness, Emmanuel Anquetil Building, SSR Street, Port-Louis** (fax no: 214 3323).

12. Please acknowledge receipt of this Letter of Award by return fax **211 6864** within **five (5) days** as from the date of issue of this letter.

13. This Letter of Award and your offer dated **18 October 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 (Rolls)	Rate (Rs.)	Amount (Rs.)
3	Lot 3: Absorbent gauze, BPC/BP quality, non-sterile, cotton fabric of plain weave in roll for operation theatre. To be supplied in carton of 12-16 rolls.			
3.1	BPC/BP quality, size 90cms x 90m; mesh size 19 x 15 in 4 ply, weight at least 1,300 gm/roll. BPC/BP Certificate from the manufacturer must be submitted.	42,000	368.28	15,467,760.00
Delivery schedule	Delivery in two (2) equal consignments at four (4) months interval. First consignment to be delivered within two (2) months as from date of letter of award			
	Make/Country of Origin: <u>ZMC Gauze BPC/China</u>			
			TOTAL	15,467,760.00

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
 Document Name: Procurement of wound management products for 2023-2024
 Tender NO.: HEALTH/IFB/2023/1469

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: MINISTRY OF HEALTH

We, the undersigned, declare that::

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda Number: 1
 WOUND MANAGEMENT PRODUCTS
- (b) We offer to supply in conformity with the Bidding Documents 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
58432786 Mauritian Rupee <small>(Fifty Eight Million Four Hundred Thirty Two Thousand Seven Hundred Eighty Six Rupees Only)</small>	1-10

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

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

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

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

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

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

(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		0

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

Government of Mauritius e-Procurement System

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

(e) Our bid shall be valid for a period as specified in ITB AS REQUESTED
 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:
 MAURITIUS, INDIA, CHINA

(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.:

(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 wound management products for 2023-2024

Tender NO.: HEALTH/IFB/2023/1469

(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: SADAYEN YETEN

In the capacity of: 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

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Tender NO. : HEALTH/IFB/2023/1469



Ministry of Health and Wellness

**MHPQ/MDIS/2023-2024/Q7
HEALTH/IFB/2023/1469**

04 October 2023

Procurement of Wound Management Products for 2023-2024

ADDENDUM No. 1

To: All Potential Bidders

Please refer to this Ministry's invitation for bids dated **14 September 2023** on the above subject.

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

SN	REQUEST	REPLY
1.	Request for extension	Closing date is being maintained for 17 October 2023

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**
- v. **Documentary evidence in compliance with Government Notice No. 59 of 2020 [The Consumer Protection Act (Price and Supplies Control) Act] (if applicable).**

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 shall be at least 24 months as from date of delivery of each consignment.