

Award of Procurement Contract Notice Under section 40(7) of the Public Procurement Act MHPQ/NMED/2024-2025/Q62-HEALTH/IFB/2024/2019

This is to notify that, following the bidding exercise carried out by the Ministry of Health and Wellness for the Procurement of Vegetables for all Hospitals for a period of one year, the contract has been awarded to Varun Harvest Co Ltd of La Grotte Lane, Riviere du Poste, as follows:

Region	Description	Total Amount (Rs) (Exclusive of VAT)
1.	Dr A.G. Jeetoo Hospital, Brown Sequard Mental Health Care Centre and S. Bharati Eye Hospital	13,872,200.00
5.	Victoria Hospital, National Cancer Centre and ENT Hospital	10,233,850.00

Acting Senior Chief Executive Ministry of Health and Wellness 02 June 2025

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Ministry of Health and Wellness

MHPDO/NMED/2024-2025/DO 118

9名 April 2025

The Managing Director
Attn: Manish Domun
Varun Harvest Co Ltd
La Grotte Lane
Riviere du Poste

Tel: 52504758 Fax: 52598610 Email: varunharvest@gmail.com

Dear Sir,

Supply of Vegetables for a period of one Year to Region 1-Dr A.G. Jeetoo Hospital, Brown Sequard Mental Health Care Centre and S. Bharati Eye Hospital and Region 5- Victoria Hospital, National Cancer Centre and ENT Hospital

Please refer to your offer dated 24 February 2025 in response to our Invitation for Bids, Ref. No.: MHPQ/NMED/2024-2025/Q62 (e-Procurement Ref. No.: HEALTH/IFB/2024/2019), dated 27 January 2025 regarding the above subject.

- 2. We wish to inform you that your offer for the Supply of Vegetables for a period of one Year to Region 1- Dr A.G. Jeetoo Hospital, Brown Sequard Mental Health Care Centre and S. Bharati Eye Hospital and Region 5- Victoria Hospital, National Cancer Centre and ENT Hospital as per Annex A, for the total amount of Rs 24,106,050.00 (Rupees Twenty-Four Million, One Hundred and Six Thousand 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 and extracts as per annex, has been approved.
- 3. The contract is for a period of one (1) year, effective as from 26 May 2025.
- 4. First delivery should be effected as from 26 May 2025 to the Catering Unit of Dr A.G. Jeetoo Hospital, Brown Sequard Mental Health Care Centre, S. Bharati Eye Hospital, Victoria Hospital, National Cancer Centre and ENT Hospital. Subsequent deliveries should be effected daily between 9.00 am to 11.00 am as per the requirements of the officer in charge of the catering department of the respective hospitals, as per the distribution list at Annex A, for a period of one year.

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- 5. Liquidated damages for delays, if any, will be charged at the rate of 0.5% per day of delay. The maximum amount of liquidated damages shall be 5% of the final contract price.
- 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 items have been successfully delivered. Payment will be then effected by the Finance Section of each respective Hospital and will be credited to your Bank Account after signature of Goods Form 1. The following documents, in original, 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) Original Invoice(s); and
 - (iv) Your bank name, address and bank account number.
- 7. 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 Performance 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, Ministry of Health and Wellness, 1st Floor, NexSky Building, Hotel Avenue, Cybercity, Ebene. However, in the event of delay in the delivery of the items, you shall extend this Security for the period mentioned above. Failure to submit 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.
- 8. 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.
- 9. Any correspondence or query in regard to this Award should be addressed to the Acting Senior Chief Executive, **Attn: B.S. Gungadeen (Mrs.)**, Ministry of Health and Wellness, 4th Floor, NexSky Building, Cybercity, Hotel Avenue, Ebene.
- 10. Please acknowledge receipt of this Letter of Acceptance by Email: procreg@govmu.org within seven (07) days as from the date of this letter.
- 11. This Letter of Acceptance and your offer dated **24 February 2025** shall constitute a binding agreement between you and the Ministry of Health and Wellness.

Yours faithfully,

P. Mawah

for Acting Senior Chief Executive

	REGION 1		joogood (REGION 1				
			Quanti	Quantity Required per Hospital	ed per	Total		
NS	Items	Denomination	JH	SBEH	BSH	Quantity Required per Region	Quoted Price	Total Price (Rs)
1	Banane Vert	kg	4000	200	3700	7,900	38	300,200
2	Petsai	kg	3000	120	1300	4,420	30	132,600
ယ	Brede	kg	4000	400	5000	9,400	45	423,000
4	Cabbage(without ripe leaves)	kg	5500	700	5200	11,400	35	399,000
5	Watercress	kg	1600	30	3000	4,630	25	115,750
6	Patole	kg	3000	400	1300	4,700	40	188,000
7	Carrot (without leaves)	kg	5000	550	7000	12,550	55	690,250
8	Chillies(Grospiments)	kg	350	70	300	720	150	108,000
9	Chouchoux	kg	6000	600	10000	16,600	45	747,000
10	Tomatoes	kg	10000	1000	11000	22,000	60	1,320,000
11	Pumpkin(dry)	kg	8000	1000	10000	19,000	40	760,000
12	Aubergines	ķ	6500	500	3700	10,700	40	428,000

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33	32	31	30	29	28	27	26	25	24	23	22	21	20	19	18	17	16	15	14	13
Celery	Courgette	Patisson	Lettuce	Beetroot	Cucumber	Ginger Green	Garlic	Onions	Potatoes	Jacque	Fruit a pain	Broccoli	Cauliflower	Frozen Green Peas	Green Beans	Pipengaille	Ladiesfingers	Margoze	Voem	Calebasses
kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	Kg	Kg	kg	kg	500 gm	kg	kg	kg	kg	kg	kg
190	4200	1500	1000	1000	12000	500	500	9000	30000	1500	2000	800	2000	700	1500	0	2000	2000	2000	6500
50	300	175	75	50	1000	65	65	600	2000	100	100	30	100	200	200	0	175	50	100	650
300	2600	2500	2000	1000	5000	400	400	7300	22000	1500	2000	500	2000	400	3000	4000	2500	2600	2600	10400
540	7,100	4,175	3,075	2,050	18,000	965	965	16,900	54,000	3,100	4,100	1,330	4,100	1,300	4,700	4,000	4,675	4,650	4,700	17,550
50	40	40	50	50	35	180	180	50	44	40	40	50	40	70	80	50	80	70	80	35
27,000	284,000	167,000	153,750	102,500	630,000	173,700	173,700	845,000	2,376,000	124,000	164,000	005′99	164,000	91,000	376,000	200,000	374,000	325,500	376,000	614,250

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13,872,200								
9,000	15	600	200	0	400	pkt of 100g	Basilic	42
12,750	15	850	200	50	600	pkt of 100g	Poireau (Leek)	41
7,500	15	500	0	0	500	pkt of 100g	Queue D'ail	40
94,500	15	6,300	3000	300	3000	pkt of 100g	Spring Onions	39
15,750	15	1,050	500	50	500	pkt of 100g	Parsley	38
63,000	20	3,150	1500	150	1500	pkt of 100g	Curry Leaves	37
65,000	20	3,250	1500	250	1500	pkt of 100g	Mint	36
58,000	20	2,900	1300	300.	1300	pkt of 100g	Thyme	35
127,000	20	6,350	3000	350	3000	pkt of 100g	Cotomilli	34

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Aubergines	Pumpkin(dry)	Tomatoes	Chouchoux	Chillies(Gros piments)	Carrot (without leaves)	Patole	Watercress	Cabbage(without ripe leaves)	Brede	Petsai	Banane Vert	Items		REQUIREMENTS FOR VEGETABLES FOR ALL HOSPITALS FOR REGION 5
kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	kg	Denomination		VEGETABL
3600	15000	15000	10000	350	8,000	7000	2500	8000	7000	5000	1250	νн	QUANTIT	ES FOR A
800	2000	2000	3000	30	1500	800	150	1000	650	600	800 .	New Cancer Centre	QUANTITY REQUIRED PER HOSPITAL	ALL HOSP REGION 5
500	2000	800	1500	25	1000	250	70	600	500	250	500	L ENT		ITALS
4,900	19,000	17,800	14,500	405	10,500	8,050	2,720	9,600	8,150	5,850	2,550	Quantity Required	1	FOR A PERI
40	40	60	45	150	55	40	25	35	45	30	38	price (Rs) per Kg/pkt of 100g	Estimated	OD OF ON
196,000	760,000	1,068,000	652,500	60,750	577,500	322,000	68,000	336,000	366,750	175,500	96,900	Total Price (Rs)		A PERIOD OF ONE YEAR FOR

3,200	40	80	30	30	20	kg	Celery	33
364,000	40	9,100	500	600	8000	kg	Courgette	32
162,000	45	3,600	1000	600	2000	kg	Patisson	31
32,500	50	650	75	100	475	ξg	Lettuce	30
62,500	50	1,250	300	500	450	kg	Beetroot	29
752,500	35	21,500	1000	1500	19000	kg	Cucumber	28
102,600	180	570	50	70	450	kg	Ginger Green	27
107,100	180	595	75	70	450	kg	Garlic	26
615,000	50	12,300	1300	2000	9000	kg	Onions	25
1,496,000	44	34,000	2000	2000	30000	kg	Potatoes	24
72,000	40	1,800	500	500	800	Kg	Jacque	23
57,200	40	1,430	30	400	1000	Kg	Fruit a pain	22
100,000	50	2,000	200	800	1000	kg	Broccoli	21
164,000	40	4,100	800	800	2500	kg	Cauliflower	20
21,000	70	300	100	200	0	500 gm	Frozen Green Peas	19
133,600	80	1,670	70	100	1500	kg	Green Beans	18
7,500	50	150	50	100	0	kg	Pipengaille	17
212,000	80	2,650	350	800	1500	kg	Ladiesfingers	16
171,500	70	2,450	350	600	1500	kg	Margoze	15
200,000	80	2,500	500	600	1400	kg	Voem	14
490,000	35	14,000	2000	2000	10000	kg	Calebasses	13

10,233,850								
3,000	15	200	50	50	100	pkt of 100g	Basilic	42
6,750	15	450	100	250	100	pkt of 100g	Poireau (Leek)	41
5,700	15	380	80	100	200	pkt of 100g	Queue D'ail	40
42,000	15	2,800	400	400	2000	pkt of 100g	Spring Onions	39
12,300	15	820	120	200	500	pkt of 100g	Parsley	38
18,000	20	900	200	400	300	pkt of 100g	Curry Leaves	37
28,000	20	1,400	200	400	800	pkt of 100g	Mint	36
40,000	20	2,000	300	400	1300	pkt of 100g	Thyme	35
72,000	20	3,600	300	500	2800	pkt of 100g	Cotomilli	34

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	39.	Region 5	Spring Onions Region 5 - ENT Hospital	400	pkt of 100g	. 0		0.0	H	Local	1-1	. 15		6000.00	0	. 0	6000.00
	40.	Region 5	Queue D'ail Region 5 - ENT Hospital	80	pkt of 100g	0		0.0		Local	 -	15		1200.00		0	1200.00
	41.	Region 5	Poireau (Leek) Region 5 - ENT Hospital	100	pkt of 100g	0		0.0	H	Local	Þ	15		1500.00	0	0	1500.00
	4 2.	Region 5	Basilic Region 5 - ENT Hospital	50	pkt of 100g	0		. 0.0	I	Local	ш	. 15		750.00	C	0	750.00
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	٠	_5 Watercress			4.1	Serial No.	Cabbage(without ripe leaves)	3.1	Serial No.	3 Brede	22 1	Serial No.	Government of Mauritius e-Procurement Sys Document Name: Procurement of Vegetables Tender NO. : HEALTH/IFB/2024/2019	Gov
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Chillies(Gros piments)	Should be sound. Clean, intact, regular in shape, hot woody, not forked, not running to seed. It should be free of secondary roots, parasites and any foreign smell. Green or violet/purple toos are not allowed. Weight should be between 90 and 125g per unit.	Carrot (without leaves) Serial No. Description Evaluation criteria Compliance response D	tender, pale green in colour, free from bruises and injury, insects or other parasites. Its length should not be less than 20 cms.	scription Evaluation criteria Compliance response	5.1 Should be fresh. The Bidder to comply Comply leaves should be green without any patches, parasites, roots and flowers.	Serial No. Description Evaluation criteria Compliance response D	Government of Mauritius e-Procurement System Document Name: Procurement of Vegetables for all Hospitals for a period of one year Tender NO. : HEALTH/IFB/2024/2019	Government of Mauritius e-Procurement System
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		11 Pumpkin(dry)	10.1		10 Tomatoes		9.1	9 Chouchoux Serial No.	8.1	Serial Mo	Government of Mauritius e-Procurement System Document Name: Procurement of Vegetables for Tender NO.: HEALTH/IFB/2024/2019	Government
2	Description Evaluation criteria		Should be fresh, firm, Bidder to comply ripe and not bruised. Should be free from rots, soil, dirts, maggots and foreign smell. Each unit should not be less than 4 cms in diameter	Description Evaluation criteria		p. It sh p. It sh n bruiso cause cause s, free ssmell. oe betw	Should be fresh, Bidder to comply sound, intact, clean, firm and not sprouty,	Description Evaluation criteria	Should be fresh, firm Bidder to comply and green. Should not be bruised and broken.	Description Evaluation criteria	for all Hospitals for a period of one year	ment of Mauritius e-Procurement
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	ption		Should be fresh, clean, whole, green and should be free from soil, dirt, any visible foreign matter, spots and bites.	pt:on	dirt, spots, parasites.	esh, green	ption		whole, sound and firm. It should be free from soil, dirt, any visible foreign matter, spots and bites. Each unit should weigh between 1 kg to 2.5 kg. The Responsible Officer reserves the right to cut the item in the presence of the Contractor to check the quality		itals for	Mauritius
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	De		medium broken, parasite Slight, d Small se small se soft strir	pluor			Should be fres whole, sound, free from soil, visible foreign spots and bite			should be should be any visible matter, sp parasites each unit more than	nould k	all	t of
	Descriptio		medium size, not broken, free of parasites and tender Slight, discoloration, small seeds and sho soft strings are permissible.	Should be fresh,	Descriptio		Should be fresh, whole, sound, firm, free from soil, dir, any visible foreign matter, spots and bites	Descriptío		should be free from any visible foreign matter, spots bites and parasites. Length of each unit should not be more than 7 cms	Should be fresh, tender, whole, pale	Hospitals	1
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	00 1	Should he fresh	Bidder to	comply	Comply	
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		should be free from				
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		foreign matter, spots,				
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	23.1	Should be free from	Bidder to	comply	Comply	•
		rots solanine, pigments	<u> </u>	-		
		l d				
	-	diameter.				The state of the s
24	Potatoes					
	Serial No.	Description	Evaluation	ion criteria	dompliance response	Details of non- compliance, if
	24.1	Should be free from	Bidder to	comply	Comply	•
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		rots solanine, pigments	<u> </u>		,	
		and foreign smell	· Longer			
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	28.1	Should be fresh,	Bidder to	comply	Comply	
		whole, sound, firm,				
		en shaped	· = ·			
		soil, dirt, any visible	- American			
	•	matter, sp	Ϋ́ (Y			
			20			
SO	Reetroot					
	Serial No.	Description	Evaluat	luation criteria	dompliance response	
			-			compliance, if applicable
	29.1	Should be fresh, w	whole Bidder to	comply	Comply	
		be free from soil, dirt	→			
		and any visible fdreign	ğ			
		matter, spots and bites. Each unit sh	ould	•		
		weigh between 150				
30	Lettuce					
	Serial No.	Description	Evaluation	ion criteria	dompliance response	Details of non- compliance, if
	30.1	Should be fresh, irm	m Bidder to	comply	Comply	
		and crisp and	ed			
		It should be free from	ğ			
		plant diseases and				
		rots. Should weigh				
		less than 100 g per unit.				
31	Patisson					***************************************
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	31.1	Shou	Should be frest	Should be fresh, sound, intact, clean,	Bidder	to comply	Comply	
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		caused	caused by para	and da nage by parasites	<u> </u>			
		and fr	ወ	ee from foreign Weight should				
		be betw	3 7	200 gm to unit.				
32	Courgette							,
	Serial No.		Descript	To-	Evalυ	Evaluation criteria	Compliance response	Details of non- compliance, if applicable
	32.1	Sho	Should be fres	resh,	Bidder	to comply	Comply	
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33	Celery							
	Serial No.		Descr	Description	Evaluat	ation criteria	Compliance response	Details of non- compliance, if applicable
	33.1	Sho	Should be fresh, green, clean and	resh, n and free	Bidder	to comply	Comply	
		from roots	1 8011, a s	nt and				
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	Serial No.		Descr	Description	Evaluat	ation criteria	Compliance response	Details of non- compliance, if applicable

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	Spring Onions	38.1	τα	Parsley	37.1	S	Curry Leaves	36.1	5	Mint	35.1	ស្គ	Thyme	-	34.1	<u> </u>	
	Onions		Serial No.			Serial No.	eaves		Serial No.			Serial No.				e-Procurement ent of Vegetal 2024/2019	Ģ.
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		Should green, of from so spots.	D D		Should green, of from so spots.	De		Should green, of from so spots.	De		It should green, cli from soil	D e		green, clean an without flowers. should be free f soil and dirt.	Should k	al1	ent of
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	Serial No.	Descript	ipt on	Evaluat:	tion criteria	Compliance response	Details of non- compliance, if applicable
	39.1	Should be frest and it should be from soil and d	d be fresh, green should be free soil and dirt.	Bidder to	comply	Comply	
40	Queue D'ail					-1	,
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	40.1	Should be tender and	Should be fresh, tree tender and green, free	Bidder 1	o comply	Comply	
		and roots.					
41	Poireau (Leek)	Descript	ription	Eva lua	tion criteria	Compliance response	P 1
	20 - 70 - 70 - 70 - 70 - 70 - 70 - 70 -						compliance, if applicable
	41.1	Should be green, clea	be fresh, clean and free	Bidder 1	o comply	Comply	
		spots.	and				
42	Basilic			1		- 1	Details of non-
	Serial No.	Descript	ription	Evalua	tion criteria	Compliance response	
	42.1	It should be fresh, green, clean and i	d be fresh, clean and free	Bidder	o comply	Comply	
		DOCUMENT	(8)	TAOLET	VER. 1.0)		
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If the prices in the Price Schedule or Bill of Quantities have been reworked please amount and currencies in the Bid Submission Form match the amended prices:

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Government of Mauritius e-Procurement System Document Name: Procurement of Vegetables for all Hospitals for a period of one year Tender NO. : HEALTH/IFB/2024/2019
Insert N/A if response is NOT APPLICABLE of N/AV if response is NOT AVAILABLE:
We, the undersigned, declare that:: Ministry of Health and Wellness
etables
ding VAT ar
Bid price, excluding VAT and discount, for base offer: Amount in figures
24696850 Mauritian Rupee (Twenty Four Million Six Hundred Ninety Six Thousand Eight Hundred Fifty Rupees Only) all
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Discount and methodology of its applications for second option (at Bidder's discretion, where applicable)::
Amount in figures Methodo togy of application Amount in figures Amount in figures Methodo togy of application Method
be valid for a period as specified in IFB 90 days te fixed for Bid Submission Deadline in sub-clause 21.1:
(=) If our bid is accepted, we undertake to obtain a Performance Security in accordance with ITB Clause 36 and GCC Clause 32

- (g) We, including any subcontractors or suppliers for any part of the contract, have parionality from eligible countries:
- E Z (i) have no conflict of interest in accordance with IrB Sub-Clause
- (i) Our firm, its affiliates or subsidiaries—including any subcontractor or supplier for any part of the contract-have 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: not been

We apply for Margin

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Preference

- (j) Margin of Preference:
- (1) We hereby confirm that we have read and understood the content of the Bid Securing subscribe fully to the terms and conditions contained therein, if a Bid Securing Declaron-compliance to the conditions mentioned may lead to disqualification: (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'): ration is required. We understand that peclaration attached hereunder and
- (m) We are hereby submitting copy of our Bid Sedurity, it so required by the procuring entity, in lieu of the Bid Securing
- to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution 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, substitutions, substitutions, substitutions in the bidding process 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 (n) We have taken steps to ensure that no person acting for us or on bur behalf will as per the principles described hereunder, during the bilding process and contract the contract of the behalf will be a second to the bilding process and contract the behalf will be a second to through any other person or firm, offer, promise or give to any of the purchaser's em procurement proceeding. taken against such bidders.: ny other actions to restrict competitiveness or to introduce cartelisation in the bidding process. Isified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a we understand that transgression of the above is a serious offence and appropriate actions will be kind whatsoever during the tender process or during the execution execution: i.We shall not, directly or employees involved in the bidding process or or understanding, whether formal or t which he/she is not legally entitled
- (o) We understand that this bid, together with your written acceptance thereof included in your notification of award, 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 1 pwest evaluated bid or any other bid that you may receive.:

Managing Director

Manish

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Duly authorized to digitally sign the bid Bid Securing Declaration: HOH and on behalf of: VARUN HARVEST CO LTD

In the capacity of:

Name of Person duly authorized to digitally signipg the bid:

Document Name: Government of Mauritius e-Procurement System Tender NO. : HEALTH/IFB/2024/2019 Procurement of Vegetables for all Hospital s for a period O Hi one year

period of bid validity, (i) have failed or refused to execute the Contract, if required or (ii) have failed or refused to execute the Contract, if required or (ii) have failed or refused to shall cease to be valid (a) in case I/we am/are the successful hidder. I/we inderstand this Rid contract you and the Performance Security is an approximate the successful hidder. 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 By subscribing to the undertaking in respect of paragraph you and the Performance Security issued to you by me/us; o (i) the receipt of your notification of the name of the su validity of my/our Bid. In case of a Joint Venture, all the partners of r (b) if I am/we are not the su ccessful Bidder; or (ii) thirry a partners of the Joint Venture (1) of the Bid upon our receipt of copies of the contract signed by Submission Forn: successful Bidder, upon the earlier of dur Bid by the public body during the nderstand this Bid Securing Declaration shall be jointly and severally I/We accept that I/we may be days after the expiration of the

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 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): Not Applicable

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 daily between 9.00 am to 11.00 am as per the requirements of the officer in charge of the catering department of the respective hospitals, for a period of one year.

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

- i. Duly signed Original Delivery Note(s);
- ii. Original Invoice(s); and
- iii. Bank name, address and bank account number.

6. Insurance (GCC Clause 10): Not applicable



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.

Maximum deduction:

The maximum amount of liquidated damages shall be 5% of the final contract price, 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 Acting Senior Chief Executive Attn: Assistant Manager Procurement and Supply Non-Medical 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: +230 214 9006/ +230 211 6864

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/Insurance 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.