



MINISTRY OF HEALTH AND WELLNESS

Award of Procurement Contract
Notice under section 40(7) of the Public Procurement Act
MHPQ/MDIS/2024-2025/Q27
Procurement of Medical Gas for all hospitals for 6 months

This is to notify that, following the bidding exercise carried out by the Ministry of Health and Wellness for the **Procurement of Medical Gas for all hospitals for 6 months** (IFB Reference No: HEALTH/IFB/2025/2150), the contract has been awarded to **Les Gaz Industriels Ltd, Pailles Road, G.R.N.W** for the sum of **Rs. 21,895,602.00** (Rupees twenty-one million eight hundred ninety-five thousand six hundred and two only) excluding VAT.

**Acting Senior Chief Executive
Ministry of Health and Wellness
Level 4, NexSky Building
Ebène**

Date: 15 October 2025



Ministry of Health and Wellness

MHPDO/MDIS/2025-2026/DO16

01 October 2025

The Managing Director
Les Gaz Industriels Ltd
Pailles Road
G.R.N.W

[Attention: Mr C. Desvaux De Marigny]

Tel: 212 8306

Fax: 212 8322

Email: cdesvaux@gaz-industriels.com / dteemul@gaz-industriels.com

Dear Sir,

Procurement of Medical Gas for all hospitals for 6 months

Please refer to your offer dated 12 August 2025 in response to our Invitation for Bids MHPQ/MDIS/2024-2025/Q27 dated 08 July 2025 on the above subject.

2. We wish to inform you that your offer for the **Procurement of Medical Gas for all hospitals for 6 months** as per Annex A, for the total amount of **Rs 21,895,602.00 (Rupees twenty-one million eight hundred ninety-five thousand six hundred and two 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. Each cylinder delivered should have identification label for ease of traceability.
 - (i) Label shall mention the name of gas, purity, capacity, date of manufacture, expiry date and pressure of gas at room temperature when full;
 - (ii) The following information should be printed on cylinders: Maximum pressure of cylinder, water capacity in litres and serial number of cylinder;
 - (iii) To provide Hydrostatic test certificate of gas cylinders at time of delivery. The date and year of the Hydrostatic test should be imprinted on the gas cylinders.
 - (iv) All cylinders should have fixed valve guards obligatorily, except for pin index cylinders which should have removable valve guards.
4. The Ministry reserves the right to carry out independent checks on random cylinders for each item to ascertain the purity of medical gases.
5. Full cylinders delivered to hospitals for use and empty cylinders to be returned to your company fall under the safe custody of each hospital. The Ministry may consider compensating for lost cylinders but you will have to prove that such loss has occurred on hospital premises and provided that such loss is not covered in the insurance cover taken by your company.

6. The items should be delivered on an **"as and when required basis"** in consultation with user departments and on a 24-hour, 7-day service in case of emergencies starting as from **03 November 2025 to 02 May 2026** to the Health Institutions as follows:

- (i) SAJ Hospital, Flacq;
- (ii) Victoria Hospital, Quatre Bornes;
- (iii) Dr A. G. Jeetoo Hospital, Port-louis;
- (iv) SSRN Hospital, Pamplemousses;
- (v) J. Nehru Hospital, Rose-Belle;
- (vi) B. Sequard Mental Health Care Centre, Beau Bassin;
- (vii) ENT Hospital, Vacoas;
- (viii) Mahebourg Hospital, Mahebourg;
- (ix) New Souillac Hospital, Souillac;
- (x) S. Bharati Eye Hospital, Moka;
- (xi) New Cancer Centre; Vacoas-Phoenix; and
- (xii) Rodrigues Container Park, Mer Rouge, Port-Louis for Queen Elizabeth Hospital, Rodrigues.

7. A copy of the distribution list is at **Annex B**. You should be capable to hold a stock equivalent to two weeks of medical gases in cylinder for the awarded items to meet any unforeseen demand.

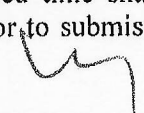
8. Liquidated damages, if any, will be charged at the rate of **0.5%** per day of delay by the Ministry up to a maximum of **10%** of the contract price, after which the contract may be considered as terminated.

9. 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** of the respective hospital and payment will be credited to your bank account by the **Finance Section** of the concerned hospital after signature of Goods Form 1.

10. 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**
- (iv) **Your bank name and bank account number.**

11. 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, Level 1, NexSky Building, Ebène**. 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.



12. Any correspondence or query in regard to this Award should be addressed to the Acting Senior Chief Executive, Attn: Mrs. B. S. Gungadeen, Level 4, NexSky Building, Ebène.

13. Please acknowledge receipt of this Letter of Award by return mail on procreg@govmu.org within five (5) days as from the date of issue of this letter.

14. This Letter of Award and your offer dated 12 August 2025 shall constitute a binding agreement between you and the Ministry of Health and Wellness.

Yours faithfully,

A handwritten signature in black ink, appearing to be 'N. Jugmohunsing', written over a horizontal line.

N. Jugmohunsing
for Acting Senior Chief Executive

Line Item N°	Description of Goods	Quantity (Cylinder)	Rate (Rs.)	Amount (Rs.)
5	Medical Oxygen gas 3.23 cubic meter (equivalent to 114 cubic feet) cylinder pin normal Make: Local	2,470	342	844,740.00
6	Medical Oxygen gas 3.40 cubic meter (equivalent to 120 cubic feet) cylinder pin normal Make: Local	1,881	360	677,160.00
7	Medical Oxygen gas 4.25 cubic meter (equivalent to 150 cubic feet) cylinder pin normal Make: Local	1,174	450	528,300.00
8	Medical Oxygen gas 8.50 cubic meter (equivalent to 300 cubic feet) cylinder pin normal Make: Local	24,693	750	18,519,750.00
9	Nitrous Oxide gas 0.818 cubic meter (equivalent to 180 gallons) cylinder pin normal Make: Afrox from South Africa	14	4,986	69,804.00
11	Nitrous Oxide gas 242.78 cubic meter (equivalent to 3700 gallons) cylinder pin index Make: Afrox from South Africa	62	20,000	1,240,000.00
19	Carbon dioxide (CO2) GAS 14KG cylinder (green) Pin Normal Make: Local	20	792.40	15,848.00
TOTAL				21,895,602.00

ANNEX B

Distribution List

Procurement of Medical Gas for all Hospitals for six (6) months

Procurement Reference No: MHPQ/MDIS/2024-2025/Q27

E-Procurement Reference No: HEAL/TH/IFB/2025/2150

Item No	Descp	P. Unit	SAJ Hospital	Victoria Hospital	Dr. A.G. Jeetoo Hospital	SSRN Hospital	J Nehru Hospital	Brown Sequard Mental Health Hospital	E N I	Mahebourg Hospital	New Souillac Hospital	S. Bharati Eye Hospital	New Cancer Centre	QEH	Total Qty
5	Medical Oxygen gas 3.23 m ³ (equivalent to 114 cu ft) cylinder pin normal	Cylinder	675	35	40	1555	50	0	0	25	0	7	0	83	2470
6	Medical Oxygen gas 3.40 m ³ (equivalent to 120 cu ft) cylinder pin normal	Cylinder	0	0	5	20	1750	0	6	0	43	0	0	57	1881
7	Medical Oxygen gas 4.25 m ³ (equivalent to 150 cu ft) cylinder pin normal	Cylinder	0	925	0	149	0	0	12	0	0	0	0	88	1174
8	Medical Oxygen gas 8.50 m ³ (equivalent to 300 cu ft) cylinder pin normal	Cylinder	4500	10225	600	6050	2500	0	0	0	200	113	0	505	24693
9	Nitrous Oxide gas 0.818 m3 (equivalent to 180 gallons)	Cylinder	2	0	0	0	0	0	6	0	1	5	0	0	14

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11	Nitrous Oxide gas 242.78 m3 (equivalent to 3700 gallons) cylinder pin index	Cylinder	15	6	0	25	10	0	0	0	0	3	0	3	62
19	Carbon dioxide (CO2) GAS 14KG cylinder (green)	Cylinder	0	0	5	15	0	0	0	0	0	0	0	0	20

Note: For Queen Elizabeth Hospital, Rodrigues to be delivered at Rodrigues Container Park, Mer Rouge, Port Louis at the request and in the presence of an officer of the Central Supplies Division, Plaine Lauzun (Tel. No. 212 0813/212 2339)

Government of Mauritius e-Procurement System

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19.4	Impurity (ii) NO/NO2 less than or equal to 2ppm	Bidders to comply	COMPLY
19.5	Impurity (iii) Total Sulphur: less than or equal to 1ppm	Bidders to comply	COMPLY
19.6	Impurity (iv) H2O: less than or equal to 67 ppm	Bidders to comply	COMPLY
19.7	Colour of cylinder shall be green for shoulder and body.	Bidders to comply	COMPLY

DOCUMENT(S) UPLOAD (VER. 1.0)

Manufacturers Authorization: Afrox Manufacturers Authorization Letter.pdf; Afrox Pretoria West - Licence to Manufacture Medicines.pdf

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

ANY OTHER DOCUMENTS (VER. 1.0)

Other documents: Key Financial Info.pdf; Letter clarification sign.pdf; Loss of Cylinders Sign.pdf; Letter CE Certificate Sign.pdf; Tender for LOX v2.docx

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 NA Documents, including Addenda Number:

(b) We offer to supply in conformity with the Bidding Documents SUPPLY OF MEDICAL GASES FOR ALL HOSPITALS FOR 6 MONTHS 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
31989068.00 Mauritian Rupee (Thirty One Million Nine Hundred Eighty Nine Thousand Sixty Eight Rupees Only)	ITEM NO.1 TO 8 AND 12 TO 19

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

Amount in figures	Item Reference
1351908.00 Mauritian Rupee (One Million Three Hundred Fifty One Thousand Nine Hundred Eight Rupees Only)	ITEM NO 9,10 AND 11

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

Amount in figures	Item Reference
0.00 (Zero Mauritian Rupee Only)	NA

(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	NA

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	NA

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	NA	NA

(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:

MEDICAL GASES SUCH AS MEDICAL OXYGEN, COMPRESSED AIR, CARBON DIOXIDE AND LIQUID NITROGEN ARE LOCALLY MANUFACTURED IN MAURITIUS. NITROUS OXYDE ARE MANUFACTURED IN SOUTH AFRICA

(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')::

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NONE

(1) 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.:

(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, 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: CHRISTOPHER HART DE KEATING

In the capacity of: CHIEF EXECUTIVE OFFICER

Duly authorized to digitally sign the bid for and on behalf of: LES GAZ INDUSTRIELS LTD

Bid Securing Declaration:

By subscribing to the undertaking in respect of paragraph (1) 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.

[Instructions for completing the Special Conditions Contract are provided, as needed, in the notes in *Italics* mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Purchaser should draft specifically for each procurement.]

1. Definitions (GCC Clause 1)

GCC 1.1 (g) - The Purchaser is: **Ministry of Health and Wellness.**

GCC 1.1 (j) - The Project Sites / Destinations are:

As per distribution list at Annex.

The Final Destinations are:

1. **SAJ Hospital, Flacq**
2. **Victoria Hospital, Candos, Quatre Bornes**
3. **Dr A.G. Jeetoo Hospital, Port Louis**
4. **SSRN Hospital, Pamplemousses**
5. **J. Nehru Hospital, Rose Belle**
6. **B. Sequard Mental Health Care Centre, Beau Bassin**
7. **ENT Hospital**
8. **Mahebourg Hospital, Mahebourg**
9. **New Souillac Hospital, Souillac**
10. **S. Bharati Eye Hospital, Moka**
11. **New Cancer Centre**
12. **Queen Elizabeth Hospital, Rodrigues**

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)

The Inspections and tests shall be conducted at: **Respective Hospitals. As per the technical specifications, Terms and Conditions of Contract.**

4. Packing (GCC Clause 8)

Not Applicable

5. Delivery and Documents (GCC Clause 9)

Delivery shall be effected **as per List of Goods and Delivery Schedule of the bidding documents.**

The supplier shall deliver Medical Gases to the Health institutions mentioned at GCC 1.1(m) **as per delivery schedule for a period of 6 months**, in consultation with the Procurement Unit and user department.

The supplier shall be capable to maintain an uninterrupted supply of Medical Gases on a 24-hour, 7-day service in case of emergencies.

The selected bidder importing or manufacturing medical gases shall be capable to hold a stock equivalent to two weeks of Medical gases either in cylinder or in storage tank for any awarded items to meet any unforeseen demand.

Each cylinder delivered should have identification label for ease of traceability

- i. Label shall mention name of gas, purity, capacity, date of manufacture, expiry date and pressure of gas at room temperature when full.
- ii. The following information should be printed on cylinders: Maximum pressure of cylinder, water capacity in litres and serial number of cylinder.
- iii. To provide Hydrostatic test certificate of gas cylinders at time of delivery. The date and year of the Hydrostatic test should be **imprinted** on the gas cylinders.

All cylinders should have fixed valve guards obligatorily, except for pin index cylinders which should have removable valve guards.

6. Insurance (GCC Clause 10)

The insurance coverage shall be as specified in the Incoterms 2021.

7. 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.

8. 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.

9. 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.

10. Notices (GCC Clause 30)

GCC 30.1- Purchaser's address for notice purposes:

The Senior Chief Executive
4th Floor, NexSky Building,
Cybercity, Ebene
Tel. No.: +230 490 4049

11. Performance Security (GCC 32)

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/Insurance 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 duration of the delay.

32.1(a) If required, the Performance Security shall be denominated in Mauritian Rupees.

32.1(b) 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.

12. Shelf Life for all items shall be: Not Applicable

13. Lost Cylinders

Full Cylinders delivered to hospitals for use and empty cylinders to be returned to the respective suppliers fall under the safe custody of each hospital.

The Ministry may consider compensating suppliers for lost cylinders but the latter will have to prove that such loss has occurred on hospital premises and provided that such loss is not covered in the insurance cover taken by the successful bidder.

14. Extension of Contract

The Ministry may, without incurring any liability to the supplier, extend the contract at the end of the contract period on a month-to-month basis for a maximum period of three months at the actual contract rate in the event that a new contract had not been entered into.

15. Purity

The Ministry reserves the right to carry out independent checks on random cylinders for each item to ascertain the purity of Medical gases.

16. Mobilization Time

All Selected bidders will be given two (2) months' time as from the date of issue of Letter of Acceptance to mobilise their logistics and resources.

17. Details of Shipping and other Documents to be furnished by Suppliers are:

- i. Signed original copy of supplier's invoice; and
- ii. Delivery Note.