



REPUBLIC OF MAURITIUS

MINISTRY OF HEALTH AND WELLNESS

**ANNUAL TENDER
PHARMACEUTICAL PRODUCTS**

MHPQ/PHARM/2019-2020/Q69 OIB

**ANNUAL SUPPLY OF DRUGS USED FOR THE
MANAGEMENT OF ENDOCRINE DISORDERS**

CONTENTS

Section I. Instructions to Bidders..... 4

Section II. Bid Data Sheet..... 30

Section III. General Conditions of Contract..... 45

Section IV. Special Conditions of Contract..... 59

Section V. Schedule of Requirements 65

Section VI. Technical Specifications..... 70

Section VII. Sample Forms..... 75

Table of Contents

A. Introduction	
1. Scope of Bid.....	4
2. Public Entities Related to Bidding Documents and to challenge and appeal	4
3. Fraud and Corruption.....	5
4. Eligible bidders	6
5. Eligible Goods and Services	9
6. Documents Establishing Eligibility of Goods and Services and Conformity to bidding Documents	9
7. Qualifications of the Bidder.....	10
8. One Bid per Bidder	11
9. Cost of Bidding.....	11
B. The Bidding Documents	
10. Content of Bidding Documents	12
11. Clarification of Bidding Documents	12
12. Amendment of Bidding Documents	12
C. Preparation of Bids	
13. Language of Bid.....	13
14. Documents Constituting the Bid.....	13
15. Bid Form	14
16. Bid Prices	14
17. Currencies of Bid	16
18. Period of Validity of Bids	16
19. Bid Security	17
20. Alternative Bids by Bidders.....	18
21. Format and Signing of Bid.....	18
D. Submission of Bids	
22. Sealing and Marking of Bids	19
23. Deadline for Submission of Bids	19
24. Late Bids	20
25. Modification and Withdrawal of Bids	20
E. Opening and Evaluation of Bids	
26. Bid Opening.....	21
27. Clarification of Bids.....	22
28. Confidentiality	22
29. Examination of Bids and Determination of Responsiveness.....	22
30. Correction of Errors	23
31. Conversion to Single Currency.....	23
32. Evaluation and Comparison of Bids	24
33. Margin of Preference	26
F. Award of Contract	
34. Post-qualification.....	27
35. Award Criteria	27
36. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids.....	28
37. Purchaser's Right to Vary Quantities at Time of Award.....	28

38. Notification of Award28
39. Performance Security29

Instructions to Bidders

A. INTRODUCTION

- 1. **Scope of Bid**
 - 1.1 The Purchaser, as specified in the **Bid Data Sheet** and in the Special Conditions of Contract (SCC), invites bids for the supply of Goods (pharmaceuticals, vaccines, contraceptives, or nutritional supplements as specified in the **Bid Data Sheet**) described in the Schedule of Requirements. The name and identification number of the Contract is provided in the **Bid Data Sheet** and in the SCC.
 - 1.2 Throughout these bidding documents, the terms “writing” means any typewritten or printed communication, including e-mail and facsimile transmission, and “day” means calendar day. Singular also means plural.
- 2. **Public Entities Related to Bidding Documents and to challenge and appeal**
 - 2.1 The public entities related to these bidding documents are the Purchaser, acting as procurement entity, the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment these may require, and the Independent Review Panel, set up under section 45 of the Public Procurement Act 2006 (hereinafter referred to as the Act.)
 - 2.2 Sections 43, 44 and 45 of the Act provide for challenge and review mechanism. Unsatisfied bidders shall follow procedures prescribed in Regulations 48, 49 and 50 of the Public Procurement Regulations 2008 to challenge procurement proceedings and award of procurement contracts or to file application for review at the Independent Review Panel.

3. Fraud and Corruption

3.1 It is the policy of the Government of the Republic of Mauritius to require Public Bodies, as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the procurement and execution of contracts. ¹ In pursuance of this policy, the Government of the Republic of Mauritius:

defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;³
- (iii) “collusive practice” is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party⁵ or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Purchaser’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Purchaser’s inspection and audit rights provided for under

¹ In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

² “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Purchaser’s staff and employees of other organizations taking or reviewing procurement decisions.

³ “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.

⁵ “Party” refers to a participant in the procurement process or contract execution.

sub-clause 4.2 below.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question; and

(c) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated^b sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.

In further pursuance of this policy, Bidders shall permit the Purchaser to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Purchaser.

3.2 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 5.4 and 23.1 (d) of the General Conditions of Contract.

4. Eligible bidders

4.1 Subject to ITB 4.6, a Bidder, and all parties constituting the Bidder, may have the nationality of any country except in the case of open national bidding where the bidding documents may limit participation to citizens of Mauritius or entities incorporated in Mauritius. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors.

- (a) With a view to facilitating participation by bidders, the Purchaser shall accept the submission by bidders of equivalent documentation when particular documents required by the bidding documents are not available or issued, for example, in a foreign bidder's country of origin.
- (b) Public bodies may also accept certifications from bidders attesting to compliance with eligibility requirements.

^b A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's pre-qualification application or the bid; or (ii) appointed by the Purchaser.

4.2 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.8) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the

form of a Joint Venture (JV).

In the case of a JV: all parties to the JV shall be jointly and severally liable; and a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution

4.3 Public bodies may require the submission of signed statements from the bidders, certifying eligibility, in the absence of other documentary evidence establishing eligibility.

Eligibility requirements may concern:

- (a) business registration, for which evidence may include the certificate of company registration;
- (b) tax status, for which documentation of tax registration and tax clearance are particularly relevant;
- (c) certifications by the bidder of the absence of a debarment order and absence of conflict of interest; and
- (d) certification of status regarding conviction for any offence involving fraud, corruption or dishonesty.

4.4 A Bidder shall not have conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- (a) have controlling partners in common; or
- (b) receive or have received any direct or indirect subsidy from any of them; or
- (c) have the same legal representative for purposes of this bid; or

- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - (e) participated as a consultant in the preparation of the technical specifications of the products that are the subject of the bid.
- 4.5 (1) While submitting any bid, a foreign individual, firm, company or institution, shall specify whether or not any agent has been appointed in Mauritius, and if so:
 - (a) the name and address of the agent;
 - (b) the figure of the commission amount payable to the agent, type of currency and mode of payment;
 - (c) any other condition agreed with the agent; and income tax registration certificate of the local agent and acceptance letter of the agent.
- (2) If a bid submitted stated that there is no local agent, and if it is proved thereafter that there exists an agent or if a bid has stated an amount for a commission and it is proven that there exists a higher amount for that commission, action shall be taken against him for suspension and debarment in accordance with section 53 of the Act.
- 4.6 A firm shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken
 - under Chapter VII of the Charter of the United Nations, Mauritius prohibits any import of goods or contracting of works or services from a country where it is based or any payment to persons or entities in that country.
- 4.7 (a) A firm that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws, at the date of the deadline for bid submission or thereafter, shall be disqualified.

A list of bidders who are disqualified or debarred from participating in public procurement in Mauritius is

available on the website of the Procurement Policy Office:
<http://ppo.govmu.org>

(a) A firm that is under a declaration of ineligibility by an international financing agency such as World Bank, African Development Bank or any other international agency may not be allowed to participate in this procurement exercise.

4.8 Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that they:

(i) are legally and financially autonomous;

(ii) operate under commercial law, and

(iii) are not a dependent agency of the Purchaser.

4.9 Pursuant to ITB Sub-Clause 14.1, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the Bidder's eligibility to bid.

4.10 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Services

5.1 Goods produced or Services supplied from a country may be excluded if that country is subject to the conditions specified in ITB sub-clause 4.6.

5.2 For purposes of this clause, the nationality of the bidder is distinct from the country from where the Goods and Services are supplied.

5.3 For purposes of this clause, (a) the term "Goods" includes any Goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related services such as transportation, insurance, commissioning, and training.

6. Documents Establishing Eligibility of Goods and Services and Conformity to Bidding Documents

6.1 Pursuant to ITB Clause 14, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the eligibility of the Health Sector Goods and services to be supplied under the Contract.

6.2 The documentary evidence of the eligibility of the Goods and Services shall consist of a statement in the Price Schedule of the country of origin of the Goods and Services

offered that shall be confirmed by a certificate of origin issued at the time of shipment.

- 6.3 The documentary evidence of conformity of the Goods and Services to the Bidding Documents may be in the form of literature, drawings, and data and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the Goods;
 - (b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications as defined in the **Bid Data Sheet**
 - (c) any other procurement-specific documentation requirement as stated in the **Bid Data Sheet**.
- 6.4 Unless the **Bid Data Sheet** stipulates otherwise, the Goods to be supplied under the Contract shall be registered with the relevant authority in Mauritius. A Bidder who has already registered its Goods by the time of bidding should submit a copy of the Registration Certificate with its bid. Otherwise, the successful Bidder, by the time of Contract signing, shall submit to the Purchaser either:
- (a) a copy of the Registration Certificate of the Goods for use in Mauritius or if such Registration Certificate has not yet been obtained,
 - (b) evidence establishing to the Purchaser's satisfaction that the Bidder has complied with all the documentary requirements for registration as specified in the **Bid Data Sheet**.
- 6.4.1 The Purchaser shall at all times cooperate with the successful Bidder to facilitate the registration process within Mauritius. The agency and contact person able to provide additional information about registration
- are identified in the **Bid Data Sheet**.
- 6.4.2 If the Goods of the successful Bidder have not been registered in Mauritius at the time of Contract signing, then the Contract shall become effective upon such date as the Certificate of Registration is obtained.
- 6.5 For purposes of the commentary to be furnished pursuant to

ITB Clause 6.3 (b) above, the Bidder shall note that standards as well as references to brand names designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalog numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

7. Qualifications of the Bidder

- 7.1 The Bidder shall provide documentary evidence to establish to the Purchaser's satisfaction that:
- (a) the Bidder has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the **Bid Data Sheet**, and has a successful performance history in accordance with criteria specified in the **Bid Data Sheet**. If a prequalification process has been undertaken for the Contract, the Bidder shall, as part of its bid, update any information submitted with its application for prequalification.
 - (b) in the case of a Bidder offering to supply Health Sector Goods, identified in the Bid Data Sheet, that the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the manufacturer or producer of such Goods to supply the Goods in Mauritius;
 - (b) in the case of a Bidder who is not doing business in Mauritius (or for other reasons will not itself carry out service/maintenance obligations), the Bidder is or will be (if awarded the Contract) represented by a local service/maintenance provider in Mauritius equipped and able to carry out the Bidder's warranty obligations prescribed in the Conditions of Contract and/or Technical Specifications;
 - (c) in the case of (c) above, **the attention of bidders is drawn to the fact that Bid Security/Bid Securing Declaration if required should be issued by the Bidder** and the latter shall remain solely liable for the after sale warranty as specified in sub-clause GCC 15 and other obligations even though it chooses to have them executed by its local representative; and
 - (d) the Bidder meets the qualification criteria listed in the **Bid Data Sheet** (see additional clauses of Bid Data

Sheet for pharmaceuticals and vaccines).

- 8. One Bid per Bidder** 8.1 A firm shall submit only one bid either individually or as a partner of a joint venture (other than in cases of alternatives pursuant to ITB Clause 20). A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firm's participation to be disqualified.
- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

10. Content of Bidding Documents

10.1 The Bidding Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITB Clause 12.

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. General Conditions of Contract (GCC)
- Section IV. Special Conditions of Contract (SCC)
- Section V. Schedule of Requirements
- Section VI. Technical Specifications
- Section VII. Sample Forms (including Contract Agreement)

10.2 The “Invitation for Bids” does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, said Bidding Documents will take precedence.

11. Clarification of Bidding Documents

11.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the **Purchaser** in writing or by electronic mail or facsimile at the **Purchaser’s** address **indicated in the Bid Data Sheet**. The **Purchaser** will respond **in writing to any request for clarification received no later than twenty one (21) calendar days** prior to the deadline of submission of bids **as per the date indicated in the BDS**. Copies of the Purchaser’s response shall be sent to all prospective Bidders who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source.

12. Amendment of Bidding Documents

12.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing Addenda.

12.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Sub-Clause 10.1 and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the amendment

will have been taken into account by the Bidder in its bid.

- 12.3 To give prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser shall extend, at its discretion, the deadline for submission of bids, in which case, the Purchaser will notify all Bidders by electronic mail or facsimile confirmed in writing of the extended deadline.

C. PREPARATION OF BIDS

- 13. Language of Bid** 13.1 The bid, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 13.2 Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.
- 14. Documents Constituting the Bid** 14.1 The bid submitted by the Bidder shall comprise the following:
- (a) duly filled-in Bid Form and Price Schedule, in accordance with the forms indicated in Section VII;
 - (b) original form of bid security or Bid Securing Declaration in accordance with the provisions of ITB Sub-Clause 19 (Bid Security), if required;
 - (c) alternative offers, at the Bidder's option, when permitted;
 - (d) written power of attorney or any other acceptable written evidence authorizing the signatory of the bid to commit the Bidder as per ITB clause 21.2
 - (e) in the absence of prequalification, documentary evidence in accordance with ITB Sub-Clause 4.3 establishing to the Purchaser's satisfaction the Bidder's eligibility to bid including but not limited to documentary evidence that the Bidder is legally incorporated in a territory of an eligible source country as defined under ITB Clause 4.1;
 - (f) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 6 that the Goods and ancillary services to be supplied by the Bidder are

eligible Goods and Services, pursuant to ITB Clause 5, and that they conform to the Bidding Documents;

- (g) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 7 that the Bidder is qualified to perform the Contract if its bid is accepted. In the case where prequalification of Bidders has been undertaken, and pursuant to ITB Paragraph 7.1 (a) the Bidder must provide evidence on any changes in the information submitted as the basis for prequalification, or if there has been no change at all in the said information, a statement to this effect;
- (h) any other documentation as requested in the **Bid Data Sheet**.

15. Bid Form

- 15.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bidding Documents, indicating the Goods to be supplied, a brief description of the Goods, their country of origin, quantity, and prices.

16. Bid Prices

- 16.1 Prices shall be quoted as specified in each Price Schedule included in Section VII, Sample Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country.
- 16.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - (i) the price of the goods quoted CFR (cost and freight- named port of destination) or CIF (named port of destination) as the case may be, including customs duties and other charges already paid or payable where applicable:
 - a. on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory; or
 - b. on the previously imported goods of foreign origin quoted ex- warehouse, ex showroom, or off-the-shelf;

- (ii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final **destination, if specified in the Bid Data Sheet**; and
 - (iii) the price of other (incidental) services, if any, listed in the Bid Data Sheet.
 - (iv) the price of other (incidental) services, if any, listed in the Bid Data Sheet.
- 16.3 the price quoted in the bid should bear the maximum profit margin mark-up that is allowed by the Ministry of Industry and Commerce of the Republic of Mauritius only; this mark-up being the one in force for sale of wholesale to retail pharmacies as per applicable law of Mauritius.
- 16.4 The terms CFR or CIF shall be governed by the rules prescribed in the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.
- 16.5 Unless otherwise specified in the **Bid Data Sheet**, prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 29. If, however, in accordance with the **Bid Data Sheet**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation will not be rejected, but the price will not be adjusted for evaluation purpose.
- 16.6 Pursuant to Sub-Clause 16.1 above, and if so indicated in the **Bid Data Sheet**, bids are being invited for one or more items, or for individual Contracts (lots) each comprising at least eighty percent (80%) of the total number of items required under the lot. In both cases, each item offered must comprise the full quantity required under that item. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package or, alternatively, to individual Contracts within the package. Price reductions may be submitted as an amount or a percentage to be applied to the bid prices.
- 16.7 The Bid prices shall be inserted in the Price Schedules, as appropriate and the Bid Form both as per the format provided in Section VII- Sample Forms. Non-submission of prices as per the sample forms contained herein or forms submitted with incomplete details may result into the rejection of bids as being

non-responsive.

17. Currencies of Bid

- 17.1 Prices shall be quoted in the following currencies:
- (a) Any currency having dealings with commercial banks in the Republic of Mauritius for imported goods for which the Purchaser is the consignee.
 - (b) The Bidder shall quote in Mauritian Rupees the portion of the bid price that corresponds to expenditures incurred in Mauritian Rupees, unless otherwise specified in the **BDS**.
 - (c) Local bidders shall quote only in Mauritian Rupees on the basis of either:
 - (i) prices not adjustable to rate of exchange, or
 - (ii) prices subject to adjustment to the fluctuation in rate of exchange. **as indicated in the BDS.**

In case of (ii) above adjustment shall be made upward or downward with respect to fluctuation of exchange rates between the base rate used for the preparation of the bid and that prevailing at the time of delivery of goods. If no base rate is indicated by the bidder the prices shall be considered as not adjustable.

18. Period of Validity of Bids

- 18.1 Bids shall remain valid for the period stipulated in the **Bid Data Sheet** after the date of bid submission specified in ITB Clause 23. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 18.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. Except as provided in ITB Clause 18.3, a Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.
- 18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the first bid validity extension, the contract price will be increased by a factor that reflects changes in the cost of inputs specified in the request for second and subsequent extensions.

19. Bid Security

- 19.1 If required, in the **Bid Data Sheet**, the Bidder shall furnish, as part of its bid, a bid security or subscribe to a Bid Securing Declaration by signing the Bid Form as specified in the **Bid Data Sheet**. The amount of the Bid Security shall be as stipulated in the **Bid Data Sheet** in Mauritian Rupees, or the equivalent amount in a freely convertible currency
- 19.2 The bid security shall remain valid for a period of 30 days beyond the validity period for the bid, and beyond any extension subsequently requested under Sub-clause 18.2.
- 19.3 The bid security shall be in the form of a bank guarantee from a reputable overseas banking institution or a commercial bank operating in Mauritius. The format of the bank guarantee shall be in accordance with the form included in the bidding documents; other formats may be permitted, subject to the prior approval of the Purchaser.
- 19.4 Any bid not accompanied by an acceptable bid security shall be rejected by the Purchaser as nonresponsive. The bid security of a joint venture must be in the name of the joint venture submitting the bid.
- 19.5 The bid securities of unsuccessful Bidders will be returned as promptly as possible.
- 19.6 The bid security of the successful Bidder will be returned when the Bidder has signed the Contract and furnished the required performance security.
- 19.7 The bid security shall be forfeited or the Bid Securing Declaration executed
 - (a) if the Bidder withdraws its bid, except as provided in ITB Sub-Clauses 18.2 and 25.3; or
 - (b) refusal by a bidder to accept a correction of an error appearing on the face of the bid; or
 - (b) in the case of a successful bidder, if the Bidder fails within the specified time limit to:
 - (i) sign the contract, or
 - (ii) furnish the required performance security.

- 19.8 If a bid security is **not required in the BDS**, and
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 25, or
 - (b) if the successful Bidder fails to sign the Contract in accordance with ITB 38; or furnish a performance security in accordance with ITB 39;

the bidder may be disqualified by the Government of Mauritius to be awarded a contract by any Public Body for a period of time, **as provided for in the BDS**.

**20. Alternative Bids
by Bidders**

- 20.1 Unless **specified in the Bid Data Sheet**, alternative bids shall not be accepted.

**21. Format and
Signing of Bid**

- 21.1 The Bidder shall prepare an original and the number of copies/sets of the bid indicated in the **Bid Data Sheet**, clearly marking each one as “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 21.2 The original and all copies of the bid, each consisting of the documents listed in ITB Sub-Clause 14.1, shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidders to the Contract, **as specified in the BDS**.
- 21.3 Any interlineations, erasures, or overwriting to correct errors made by the Bidder should be initialed by the person or persons signing the bid.
- 21.4 The Bidder shall furnish in the Bid Form (a sample of which is provided in the Sample Forms Section of the Bidding Documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this bid and to the execution of the Contract if the Bidder is awarded the Contract.

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

- 22.1 Bidders may always submit their bids by mail or by hand. When so specified in the **Bid Data Sheet**, bidders shall have the option of submitting their bids electronically.
- (a) The Bidder shall enclose the original and each copy of the bid including alternative bids, if permitted in accordance with ITB Clause 20, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes containing the original and copies shall then be enclosed in another envelope.
 - (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **Bid Data Sheet**
- 22.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser at the address given in the **Bid Data Sheet**;
 - (c) bear the specific identification of this bidding process indicated in the **Bid Data Sheet**, the Invitation for Bids (IFB) title and number indicated in the **Bid Data Sheet**; and
 - (d) bear a statement “DO NOT OPEN BEFORE [date and time]” to be completed with the time and date specified in the Bid Data Sheet relating to ITB Sub-Clause 23.1.
- 22.3 If the outer envelope is not sealed and marked as required by ITB Sub-Clause 22.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

23. Deadline for Submission of Bids

- 23.1 Bids must be received by the Purchaser at the address specified in the **Bid Data Sheet** relating to ITB Sub-Clause 22.2 (b) not later than the time and date specified in the **Bid Data Sheet**.

24. Late Bids

24.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser in the **Bid Data Sheet** pursuant to ITB Clause 23 will be rejected and returned unopened to the Bidder.

25. Modification and Withdrawal of Bids

25.1 The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification, or withdrawal of the bids duly signed by an authorized representative, is received by the Purchaser prior to the deadline prescribed for submission of bids.

25.2 The Bidder's modification shall be prepared, sealed, marked, and dispatched as follows:

(a) The Bidder shall provide an original and the number of copies specified in the **Bid Data Sheet** of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked "BID MODIFICATION-ORIGINAL" and "BID MODIFICATION-COPIES." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "BID MODIFICATION."

(b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Sub-Clauses 22.2 and 22.3.

25.3 A Bidder wishing to withdraw its bid shall notify the Purchaser in writing prior to the deadline prescribed for bid submission. A withdrawal notice shall be received prior to the deadline for submission of bids. The notice of withdrawal shall:

(a) be addressed to the Purchaser at the address named in the **Bid Data Sheet**,

(b) bear the specific identification of the bidding process (Contract name), the IFB title and IFB number, and the words "BID WITHDRAWAL NOTICE," and

(c) be accompanied by a written power of attorney authorizing the signatory of the withdrawal notice to withdraw the bid.

25.4 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.3, shall be returned unopened to the Bidders.

- 25.5 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 18. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security or in the execution of the Bid Securing Declaration, pursuant to ITB Sub-Clause 19.7.

E. OPENING AND EVALUATION OF BIDS

26. Bid Opening

- 26.1 The Purchaser will open all bids, including withdrawal notices and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Clause 22.1, shall be as specified in the **Bid Data Sheet**. Bidders' representatives shall sign a register as proof of their attendance.
- 26.2 Envelopes marked "WITHDRAWAL" shall be read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal notice shall be permitted unless the corresponding withdrawal notice is read out at bid opening. Envelopes marked "MODIFICATION" shall be read out and opened with the corresponding bid.
- 26.3 Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the bid price of each item or lot, as the case may be, including discounts and alternative offers, if allowed in the Bid Data Sheet; the presence or absence of a bid security, if required; the presence or absence of requisite powers of attorney or alternative evidence; and any other such details as the Purchaser may consider appropriate. No bid shall be rejected at bid opening except for late bids pursuant to Sub-Clause 24.1.
- 26.4 Bids (and modifications sent pursuant to ITB Sub-Clause 25.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the

circumstances.

- 26.5 The Purchaser will prepare minutes of the bid opening at the end of the opening session, including, as a minimum: the name of the Bidder and whether there was a withdrawal or modification; the bid price; including any discounts or alternatives offered if permitted in the Bid Data Sheet; the presence or absence of a bid security; the presence or absence of requisite powers of attorney or alternative acceptable document.
- 26.6 The Bidder's representatives who are present shall be requested to sign the minutes. The omission of a Bidder's signature on the minutes shall not invalidate the content and effect of the minutes. The minutes should be distributed to all Bidders who request them.

27. Clarification of Bids

- 27.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids, in accordance with ITB Sub-Clause 30.1.

28. Confidentiality

- 28.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.
- 28.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.
- 28.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.

29. Examination of Bids and Determination of Responsiveness

- 29.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. In the case where a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Purchaser will ensure that each bid is from a

prequalified Bidder.

- 29.2 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 29.3 Prior to the detailed evaluation, pursuant to ITB Clause 32, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionalities, or reservations. A material deviation, exception, objection, conditionality, or reservation is one that:
- (i) limits in a substantial way the scope, quality, or performance of the Goods and related Services;
 - (ii) limits in a substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; and
 - (iii) the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.
- 29.4 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

30. Correction of Errors

- 30.1 Arithmetical errors will be rectified as follows. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected.

31. Conversion to Single Currency

- 31.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the various currencies in which they are payable to Mauritian Rupees at the selling exchange rate established for similar transactions by the Bank of Mauritius on the closing date for submission of

bids.

32. Evaluation and Comparison of Bids

- 32.1 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 29.
- 32.2 (a) The Purchaser's evaluation of a bid shall include custom duties and other charges, local transportation and bank charges where applicable on the basis of delivery of goods to warehouse in Mauritius, **excluding VAT payable**.
- (b) It will however exclude and not take into account any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 32.3 The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Sub-Clause 16.2, one or more of the following factors as specified in the BDS, and quantified in ITB Sub-Clause 32.4:
- (a) delivery schedule offered in the bid;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (c) other specific criteria indicated in the **Bid Data Sheet** and/or in the Technical Specifications.
- 32.4 For factors retained in the **Bid Data Sheet** pursuant to ITB Sub-Clause 32.3, one or more of the following quantification methods will be applied, as detailed in the **Bid Data Sheet**:
- (a) Delivery schedule.
- (i) The Purchaser requires that the Health Sector Goods under these Bidding Documents shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the Health Sector Goods at the site will be calculated for each bid after allowing for reasonable international and inland transportation time. A delivery "adjustment" will be calculated for and added to each bid by applying a percentage, specified in the **Bid Data Sheet**, of the EXW/CIF/CIP price for each week of delay beyond the expected time of arrival specified in the Bidding Documents for evaluation purposes. No credit shall be given to early delivery.

Or

- (ii) The Health Sector Goods covered under these Bidding Documents are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirements. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the **Bid Data Sheet**, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

Or

- (iii) The Health Sector Goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the **Bid Data Sheet**, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(b) Deviation in payment schedule.

- (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.

Or

- (ii) The SCC stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is permitted in the **Bid Data Sheet**, the bid will be evaluated by calculating interest earned for any earlier payments involved in

the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the **Bid Data Sheet**.

- (c) Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **Bid Data Sheet** and/or in the Technical Specifications.

33. Margin of Preference

- 33.1 For international bidding, domestic enterprises shall receive a margin of preference in the Bid Evaluation, as indicated in the Bid Data Sheet (BDS).

For national bidding, domestic small and medium enterprises having an annual turnover not exceeding Rs 50 million shall receive a margin of preference as indicated in the Bid Data Sheet (BDS).

- 33.2 Bidders from the Republic of Mauritius shall provide the necessary evidence to prove that they meet the criteria set out in the BDS, to be eligible for the preference.

- 33.3 The following procedure shall be used to apply the margin of preference:

- (a) responsive bids shall be classified into the following groups:
- Group A: bids offered by domestic enterprises and joint ventures meeting the eligibility criteria for international bidding or bids offered by eligible domestic small and medium enterprises for national bidding, and
 - Group B: all other bids, and
- (b) for the purpose of further evaluation and comparison of bids only, all bids classified in Group B shall be increased by the percentage of preference allocated to those in group A.

F. AWARD OF CONTRACT

- 34. Post-qualification** 34.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Sub-Clause 7.1 and any additional post-qualification criteria stated in the **Bid Data Sheet**. If a prequalification process was undertaken for the Contract(s) for which these Bidding Documents were issued, the Purchaser will determine in the manner described above that no material changes have occurred after the prequalification that negatively affect the ability of the Bidder that has submitted the lowest evaluated bid to perform the Contract.
- 34.2 The determination will evaluate the Bidder's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Sub-Clause 7.1, as well as other information the Purchaser deems necessary and appropriate.
- 34.3 An affirmative post-qualification determination will be a prerequisite for award of the contract to the lowest evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next-lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

- 35. Award Criteria** 35.1 Pursuant to ITB Clauses 32, 33, and 38, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, pursuant to ITB Clause 34.

The award shall be made on the basis of quoted total price excluding VAT for goods already imported in Mauritius and for goods manufactured in Mauritius. VAT, where applicable, shall be paid based on Supplier's confirmation as invoiced.

- **These items are VAT exempt.**

**36. Purchaser's
Right to Accept
Any Bid and to
Reject Any or All
Bids**

36.1 The Purchaser reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.

**37. Purchaser's
Right to Vary
Quantities at
Time of Award**

37.1 The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet**, the quantity of goods and services beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

**38. Notification of
Award**

38.1 Prior to the expiration of the period of bid validity, the Purchaser shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge and Appeal the Purchaser shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. The Letter of Acceptance shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution and completion of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). Within seven days from the issue of Letter of Acceptance, the Purchaser shall publish on the Public Procurement Portal (publicprocurement.govmu.org) and the Purchaser's website, the results of the Bidding Process identifying the bid and lot numbers and the following information:

(i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and

(ii) an executive summary of the Bid Evaluation Report

38.2 The Letter of Acceptance shall constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with ITB Clause 39.1 and signing the Agreement in accordance with ITB Sub-Clause 38.3.

38.3 Until a formal Contract is prepared and executed, the letter of Acceptance shall constitute a binding Contract

38.4 The Purchaser shall promptly attend to all debriefing for the contract made in writing and within 30 days from the date

of the publication of the award or date the unsuccessful bidders are informed about the award, whichever is the case by following regulation 9 of the Public Procurement Regulations 2008 as amended.

**39. Performance
Security**

- 39.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract based on the contract amount for one or more items as applicable, using the Performance Security Form provided in the Bidding Documents, or in another form acceptable to the Purchaser.
- 39.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 38 or ITB Sub-Clause 39.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next-lowest evaluated bid submitted by a qualified Bidder or call for new bids.
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Bid Data Sheet

The following specific data for the Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the Bid Data Sheet (BDS) shall prevail over those in the ITB.

A. GENERAL

ITB 1.1	<p>Name of Purchaser: MINISTRY OF HEALTH AND WELLNESS</p> <p>Type of goods: Pharmaceutical Products</p> <p>Name and identification number of the Procurement: ANNUAL SUPPLY OF DRUGS USED FOR THE MANAGEMENT OF ENDOCRINE DISORDERS TENDER:MHPQ/PHARM/2019-2020/Q 69 OIB</p>
ITB 2.2	<p>The address to file challenge in respect of this procurement is:</p> <p>The Supervising Officer, MINISTRY OF HEALTH AND WELLNESS 5th Floor, Emmanuel Anquetil Building SSR Street Port Louis Mauritius Tel No: +230 201 2971 / +230 201 3513 Fax No : +230 201 1011 / +230 211 6850</p> <p>The address to file application for review is:</p> <p>The Chairperson, Independent Review Panel, Level 9 Wing B Emmanuel Anquetil Building Pope Hennessy Street Port Louis Mauritius Fax Number : +230 2013921</p>
ITB 4.3 (c)	<p>Manufacturers or their accredited agents have to make a written declaration whether :</p> <ul style="list-style-type: none"> • they have been debarred/disqualified from supply by any agency (local and overseas) during the last ten years. • any of the pharmaceutical products, manufactured by them (even the one not found on tender) that has been banned by any agency (local or overseas) for the last ten years and • in the event of debarment/disqualification, the name of the agency and the period of ineligibility will have to be submitted together with reasons for debarment/disqualification <p>Debarment on issues of quality (regardless of standard) renders the Manufacturers ineligible for supply to the MINISTRY OF HEALTH AND WELLNESS.</p>

	<p>Bidder to fill in the Certificate of non-debarment at page 92</p>
<p>ITB 6.3(b)</p>	<p>ELIGIBILITY CRITERIA FOR PHARMACEUTICAL PRODUCTS WITH THREE ASTERISKS***</p> <p>(i)Pharmaceutical Products on tender marked with three asterisks ***should either:</p> <ol style="list-style-type: none"> (1) be registered with the EMA or any country of the EU zone (2) and /or be registered with the Australian TGA (3) and /or be registered with the USFDA (4) and /or be registered with the SAHPRA (5) and /or be registered with Health Canada (6) and/or be registered with Singapore HAS <p>Documentary evidence should be produced by the bidder</p> <p><u>(ii) Eligibility criteria for items with two asterisks (**):</u> The Pharmaceutical Products offered should be registered either with the</p> <ol style="list-style-type: none"> (i)Pharmacy Board of Mauritius (PBM) (ii) and/or in any GCC country (iii) and/or in any PIC country <p>Note: Documentary evidence should be submitted by the bidder..</p>
<p>ITB 6.3 (c)</p>	<p>In addition to the documents stated in Clause 6.2 and 6.3 (a) and (b), the following documents should be included with the Bid:</p> <ol style="list-style-type: none"> 1. Package Insert/ Product Information Leaflet 2. Valid individual Certificate of Pharmaceutical Products (COPP) for each product(original or certified true copy) 3. Valid WHO-GMP certificate (original or certified true copy) 4. The list of drugs manufactured duly certified by the Drug Regulatory Authority of the state/country of origin. 5. The list of drugs put on sale by the manufacturer in the country of origin duly certified by the Drug Regulatory Authority of the state/country of origin 6. Evidence that the Pharmaceutical Product on this tender is registered near the Drug Regulatory Authority of the country of origin and has been on the market for at least two years 7. To produce evidence of path of traceability i.e to disclose the number of wholesalers/intermediaries between the manufacturer and the purchaser

	<p><u>Documents</u></p> <p>(1) to (7) are mandatory if the generic comes from manufacturers of Non-PIC countries</p> <p>(1)-(7) do not apply for innovators/originators</p> <p>(2) to (7) do not apply for generics from PIC countries or generics registered near the Pharmacy Board of Mauritius.</p> <p>Note: For drugs registered with Pharmacy Board of Mauritius, evidence of registration should be submitted.</p> <p>(PIC: Pharmaceutical Inspection Convention)</p>
ITB 6.4 (b)	<p>By the time of Contract signing, the successful Bidder shall have complied with the following documentary requirements in order to register the Goods to be supplied under the Contract: None</p>
ITB 6.4.1	<p>For the purpose of obtaining additional information about the requirements, bidders may contact:</p> <p>The Principal Pharmacist (Procurement Unit) Tel : +230 201 3513 / +230 201 2971 MINISTRY OF HEALTH AND WELLNESS, 10th Floor Emmanuel Anquetil Building, SSR Street, Port-Louis, Mauritius</p>
ITB 7.1 (a)	<p>(i) The Bidder to submit the following additional information:</p> <ul style="list-style-type: none"> (a) copies of its last audited financial statement (b) list of major supply contracts conducted for the last year and (c) evidence of registration of the bidder with the Drug Regulatory Authority of the Country of Origin. <p>(ii) For item marked with two asterisks **,manufacturers from Non PIC and Non GCC countries must have their manufacturing site with CGMP present on one of the following database: EUDRA or WHOPIR or USFDA</p> <p>NOTE:(evidence should be submitted by the bidder)</p> <p><u>PIC</u> :PHARMACEUTICAL INSPECTION CONVENTION <u>GCC</u>:GULF CORPARATION COUNCIL <u>EUDRA</u>:EUROPEAN UNION DRUG REGULATORY AUTHORITY <u>WHOPIR</u>:WORLD HEALTH ORGANISATION PUBLIC INSPECTION REPORT <u>USFDA</u>:UNITED STATES FOOD AND DRUG ADMINISTRATION</p>

ITB 7.1(b)	<p>The MINISTRY OF HEALTH AND WELLNESS will deal:</p> <p>(a) either directly with the Manufacturers (b) and/ or an accredited Pharmacy Wholesaler(to produce letter of accreditation)</p> <p><u>Concerning Manufacturers:</u> For the bidder/supplier to be qualified to perform the contract if its bid is accepted, the following documentary evidence must be included certifying that bidder:</p> <p>(a) is incorporated in the country of manufacture of the Goods; (b) has been licensed by the regulatory authority in the country of manufacture to manufacture and supply the Goods; (c) has manufactured and marketed the specific goods covered by this Bidding Document, for at least two (2) years</p> <p><u>Concerning accredited Pharmacy Wholesalers:</u> the MINISTRY OF HEALTH AND WELLNESS will deal only with local pharmacy wholesalers duly registered with the Pharmacy Board of Mauritius and with international pharmacy wholesalers duly registered in <u>PIC</u> countries. The latter will have to produce evidence of registration near the DRA of the country of practice.</p> <p>Overseas Pharmaceutical wholesalers from PIC countries should submit proof of registration with the regulatory authority of the country of origin to carry out wholesale activities for pharmaceuticals.</p> <p>Local Pharmaceutical wholesalers should submit proof of registration with the Pharmacy Board of Mauritius to carry out wholesale activities for Pharmaceuticals.</p> <p>Wholesalers who are not <i>accredited agents</i> for the Pharmaceutical Products proposed in the bid will have to submit the path of traceability that is, they will have to disclose the number of intermediaries between themselves and the manufacturer. Failure to do so will entail the rejection of the bid.</p> <p>Wholesalers who are accredited agents for Pharmaceutical Products proposed in the bid will have to submit their letter of accreditation and a declaration that they will procure the said products directly from the manufacturer.</p>
ITB 7.1 (c)	<p>Bidders should provide details of the accredited representative in Mauritius and define the role and liabilities of their local representative.</p>

ITB 7.1 (e)	<p><u>Documentary requirements for Bidders are:</u></p> <p>In case of a Bidder offering to supply Goods under the Contract, the Bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers)</p> <p>(i) the bidder should submit a satisfactory GMP inspection certificate in line with the WHO certification scheme on pharmaceuticals moving in International Commerce from the regulatory authority (RA) in the country of manufacture of the goods</p> <p style="text-align: center;">OR</p> <p>(ii) has been certified by the competent authority of a member country of the Pharmaceuticals Inspection Convention (PIC), and has demonstrated compliance with the quality standards during the past two years prior to bid submission.</p>
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B. THE BIDDING DOCUMENTS

ITB 11.1	<p style="text-align: center;">Purchaser's address: <i>The Supervising Officer</i> MINISTRY OF HEALTH AND WELLNESS, <i>5th Floor,</i> <i>Emmanuel Anquetil Building</i> <i>SSR Street</i> <i>Port-Louis</i> <i>Mauritius</i> Tel: +230 2013513 Fax :+230 2011011</p> <p>Requests for clarification should reach the Purchaser not later than twenty one (21)days prior to the deadline for submission of bids and reply thereto will be made at latest fourteen (14) days prior to the deadline date for submission of bids</p>
ITB 13.1	The language of the Bid is English
ITB 14.1 (i)	<p>In addition to the documents stated in Paragraphs 14.1 (a) through (h), documents stated in ITB 6.3 (c) – 6.4 and 7.1 (a) must be included with the Bid, the following documents shall be submitted;</p> <p><i>None</i></p>

C. PREPARATION OF BIDS

ITB 16.1 (i)	(a) Place of destination: <i>Manager Procurement and Supply, MINISTRY OF HEALTH AND WELLNESS, Central Supplies Division, , Plaine Lauzun, Port Louis, Republic of Mauritius</i> (b) Port of destination : Plaisance, Mauritius for Air freighted items (c) Port of destination: Port Louis, Mauritius for Sea freighted items
ITB 16.4	The price of the Goods manufactured outside Mauritius shall be quoted: CIF SEA/CIP AIR as per Incoterms 2010. For goods from local suppliers : DDP (imported on the basis of delivery to warehouse)
ITB 16.5	Prices quoted by the Bidder shall be fixed .
ITB 16.6	Bids are being invited for <i>one or more items</i>
ITB 17.1 (c)	Local Bidders are required to quote in Mauritian Rupees only, “VAT Exempt” for goods from local manufacturers or for goods already imported. The prices <i>may</i> be adjustable to fluctuation in the selling rate prevailing on the eve of the closing date . For payment purpose, the base rate if applicable, will be adjusted as per the selling rate prevailing at the date of delivery of the goods. The rate will be the prevailing rates at the Bank of Mauritius
ITB 18.1	The bid validity period shall be 180 days as from the deadline for bid submission, or up to 12 July 2020 , whichever is the later, as specified in the reference to ITB Clause 23. The deadline date being counted as day one of the validity period.
ITB 19.1	Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Form containing the provision thereof using the format in the Section VII (Sample Form)
ITB 19.8	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Bidder may be declared ineligible to be awarded contracts by the Government of Mauritius for a period to be determined by the Procurement Policy Office.
ITB 20.1	Alternative bids will not acceptable.
ITB 21.1	Required number of copies of the bid: one original .
ITB 21.2	Not applicable

D. SUBMISSION OF BIDS

ITB 22.1	Bidders <i>shall not</i> have the option of submitting their bids electronically
ITB 22.2 (b)	<p>The address for bid submission is:</p> <p style="text-align: center;">MINISTRY OF HEALTH AND WELLNESS Bid Box 5th Floor Emmanuel Anquetil Building Port-Louis Mauritius</p>
ITB 22.2 (c) & (d)	<p>The Procurement title and number are:</p> <p style="text-align: center;">ANNUAL SUPPLY OF DRUGS USED FOR THE MANAGEMENT OF ENDOCRINE DISORDERS</p> <p style="text-align: center;">TENDER: - MHPQ/PHARM/2019-2020/Q 69 OIB</p> <p>See the below data for ITB 23.1 for the deadline for bid submission.</p>
ITB 23.1	<p>See the above data for ITB Sub-Clause 22.2 (b) for the address for bid submission.</p> <p>Deadline for bid submission is: Wednesday 15 January 2020 up to 10.00 hrs (Mauritian time) at latest</p>
ITB 24.1	See the above data for ITB Sub-Clause 23.1 for the deadline for bid submission.
ITB 25.2 (a)	The required number of copies of bid modifications is the same as the number of copies of the original bid specified above in the data for ITB Sub-Clause 21.1.
ITB 25.3 (a)	See the above data for ITB Paragraph 22.2 (b) for the address to use for submission of a bid withdrawal notice.
ITB 26.1	<p>Time, date, and place for bid opening are:</p> <p>Time, date, and place for bid opening are:</p> <p style="text-align: center;">Wednesday 15 January 2020 at 10.15 hours</p> <p style="text-align: center;">MINISTRY OF HEALTH AND WELLNESS Conference Room 5th Floor Emmanuel Anquetil Building Port-Louis Mauritius</p>

ITB 29.1	<p>Requirements for responsive bids are :</p> <ul style="list-style-type: none"> • <i>Original Bid form to be duly filled, signed and to be submitted along with bids</i> • <i>Validity of bid to be compliant.</i> • <i>Currency of bid to be specified.</i>
ITB 31.1	<p>To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the various currencies in which they are payable to Mauritian Rupees at the selling exchange rate established for similar transactions by the Bank of Mauritius on the closing date for submission of bids.</p>
ITB 32.3	<p><u>The following to be considered while carrying out evaluation:</u></p> <ol style="list-style-type: none"> 1. Compliance with technical specifications 2. Soundness of documents produced (COPP, WHO-GMP) 3. Pharmacopeal standard offered 4. Shelf life offered 5. The supplier’s past performance near Ministry of Health & Quality of Life 6. Path of traceability to the manufacturer for wholesalers only [see ITB 7.1 (b & c)] 7. Presence of manufacturing site of the manufacturer either on the EUDRA GMP or WHOPIR database or USFDA database (see ITB 7.1 (a)(ii))for items marked with two asterisks(**) 8. Registration of product with the either EMA and/or, and /or USFDA, and/or SAHPRA and/or Australian TGA, and/or Health Canada, and /or Singapore HAS(see ITB 6.3 (b)) for items marked with three asterisk(***) 9. Bidders should not submit offers from more than three sources for any product quoted. Non compliance of this clause will lead to rejection of bids.
ITB 32.4 (b) (i)(ii)	<p>The Purchaser <i>will not</i> accept deviations in the payment schedule in the SCC.</p> <p>The rate of interest payable will be the prevailing legal rate .</p>

ITB 32.4 (c)	<p>Evaluation criteria for items.</p> <p><i>If bids have been invited for <u>items only</u>, the BDS should state the following:</i></p> <p>Bidders may bid for any one or more items. Bids will be evaluated for each item and the Contract will comprise of one item or parcel(s) of items awarded to the successful Bidder.(A parcel is defined as a group of items as determined by the purchaser)</p>
ITB 33	A margin of domestic preference <i>will not</i> apply.

F. POSTQUALIFICATION AND AWARD OF CONTRACT

ITB 34.2	<p>(a) In line with Government Decision, the MINISTRY OF HEALTH AND WELLNESS shall, prior to award, request the lowest substantially responsive bidder to submit a “Tax Clearance Certificate” from the Mauritius Revenue Authority (MRA) within a period of one week, confirming that the bidder has filled his tax returns and paid tax due for public contract as from Rs. 5M.</p> <p>(b) In case the successful bidder does not submit the “Tax Clearance Certificate” the MINISTRY OF HEALTH AND WELLNESS may consider the next lowest substantially responsive bidder to equally comply to paragraph (a) above.</p> <p>(c) It is brought to the attention of the bidders that MRA has put in place a system for responsive bidders, on receipt of a letter from a Public Body requesting for a Tax Clearance Certificate, to apply for same electronically on MRA website www.mra.mu. The bidder is requested to use the reference of the letter issued by the Public Body to access the system.</p>
ITB 35.1	These items are VAT exempt.
ITB 37.1	Percentage for increase or decrease of quantity of Goods and Services originally specified: <i>Percentage maximum 25%</i>

Bid Data Sheet PHARMACEUTICALS

(Additional Clauses)

[Note: The below data should be included in the Bid Data Sheet used in Bidding Documents for the procurement of pharmaceuticals.]

ITB 6.3 (c)	<p><i>The Goods offered should meet the specified pharmacopoeial standards as stated in the Technical Specification. If the Goods offered are not included in one of the specified pharmacopoeias (e.g., the case of a new drug) In-House and alternative reference standards may be considered.</i></p>
ITB 7.1 (a) & (d)	<p><i>Documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted:</i></p> <p style="margin-left: 40px;"><i>(a) has a Good Distribution Practice (GDP) Certificate where appropriate.</i></p> <p><i>The Bidder will submit the following additional information:</i></p> <p style="margin-left: 40px;"><i>(b) list of pharmaceuticals being manufactured by the Bidder with product registration/license number and date duly certified by the National Drug Regulatory Authority;</i></p> <p style="margin-left: 40px;"><i>(c) a Certificate of Pharmaceutical Product (COPP) as recommended by the WHO for each item offered;</i></p> <p style="margin-left: 40px;"><i>(d) <u>Manufacturers of Generics:</u> Evidence that the pharmaceutical product has been currently put on sale for at least 2 years in the country of origin on a National Level; Catalogue of product, and Complete technical certification for each product.</i></p> <p style="margin-left: 40px;"><i>(e) <u>Quality</u> Current Good Manufacturing Practice Date and evidence of last inspection by the National Drug Regulatory Authority (attach copy of last inspection report). Name other Authorities than the NRA which have inspected your company. Name also any other country's NRA which has inspected your company</i></p> <p style="margin-left: 40px;"><i>(ii) <u>Manufacturing:</u> State all the addresses at which manufacturing of pharmaceutical products takes place and indicate which year the factory was built. (Please complete the following technical questionnaire (MANDATORY)).</i></p>

*TECHNICAL QUESTIONNAIRE FOR
PHARMACEUTICAL MANUFACTURERS*

1. GENERAL INFORMATION

Name, address, telephone, telefax, Internet address of the company:

2. AFFILIATES

If the company is owned by another company, or belongs to a group of companies, please indicate your position within the structure:

3. REGULATORY ISSUES

3.1 GOOD MANUFACTURING PRACTICE

Indicate the GMP standards (WHO, PIC/EU, FDA or other) with which the company complies:

3.2 MANUFACTURING LICENSE

Please list the pharmaceutical dosage forms you are licensed to manufacture by the National Regulatory Authority and attach a copy of the Manufacturing license(s):

3.3 INSPECTION

Date of last inspection by the National Regulatory Authority:

Please attach a copy of the last inspection report if it can be made available for review by the Purchaser on a confidential basis.

Name Authorities other than the National Regulatory Authority who have inspected the company:

Please attach a copy of the last inspection report if it can be made available for review by the Purchaser on a confidential basis.

4. MANUFACTURING

4.1 MANUFACTURING SITE

Please state all addresses at which manufacturing of pharmaceutical products take place, and indicate which year the factory was built:

4.2 PERSONNEL

Please indicate the name and the education of the following key staff:

Managing Director:

Production Manager:

Quality Control Manager:

Number of personnel in total:

Number of personnel in production:

Number of personnel in quality control:

4.3 VENTILATION SYSTEM

Please indicate whether the manufacturing areas are equipped with controlled ventilation systems : YES NO

4.4 QUALITY CONTROL

<i>Chemical laboratory</i>	<i>in-house</i>	<i>contracted out</i>
<i>Biological laboratory</i>	<i>in-house</i>	<i>contracted out</i>
<i>Microbiological laboratory</i>	<i>in-house</i>	<i>contracted out</i>

4.5 CONTRACT MANUFACTURE

Please indicate if you undertake contract manufacture for other companies: YES NO

Do you subcontract to other companies?

YES NO

If yes, please list products and/or services:

4.6 STERILE PRODUCTS:

Do you manufacture sterile products?

YES NO

Which method of sterilization is used?:

4.7 BETA-LACTAMES

Do you manufacture penicillins or other beta-lactam products?

YES NO

If yes, does this production take place in a separate building?

YES NO

4.8 RECALLS

Do you have a recall procedure?

YES NO

Please indicate significant product complaints and any recalls the last three years:

4.9 RESEARCH AND DEVELOPMENT ACTIVITIES

Please indicate the type of activities and annual investment

4.10 PRODUCTION CAPACITY

PRODUCT

NO. OF UNITS PER YEAR

LAST YEARS' PRODUCTION - UNITS

TABLETS

CAPSULES

AMPOULES

VIALS, LIQUIDS

VIALS, DRY POWDER

VIALS, LYOPHILIZED

OINTMENTS

LIQUIDS

POWDER FOR ORAL SUSPENSIONS

5. PRODUCTS

5.1 PRODUCT LICENSES

Please enclose a list of all products manufactured by your company and authorized for sale on the domestic market (country of origin).

For each licensed product, please categorise as follows:

The product is marketed on the domestic market.

The product is licensed but not marketed on the domestic market.

The license is for export only.

Please also list the name of any contract manufacturer, when a product is not fully manufactured by your company.

If possible, please attach an indicative price list.

5.2 DOCUMENTATION

The following product documentation must upon request be available for all products offered to the Purchaser.

Product composition – master formula

Starting materials specification

Finished product specification

Stability studies

Packaging and labeling specifications

Please indicate if this documentation is NOT available for any of the products on the list, point 5.1

5.3 SAMPLES

Are you willing to provide product samples and batch documentation (on a confidential basis) if requested?

YES

NO

5.4 RAW MATERIALS

List raw materials manufactured by the company or by affiliates, and indicate if approved DMFs or Certificates of suitability of the

Monograph of the European Pharmacopoeia are available.

Indicate approved raw material sources for the company's major products:

6. AUDIT

Can the Purchaser or any other representative designated by the Purchaser perform an audit of the Manufacturing site?

YES

NO

Can the National Regulatory Authority participate as observers in the audit?

YES

NO

Is a Site Master File (PIC format) available if the Purchaser wishes to perform an audit of the company?

YES

NO

7. OTHER INFORMATION

Contact person for the Purchaser:

Add any other information:

TABLE OF CLAUSES

1.	Definitions.....	51
2.	Application.....	52
3.	Country of Origin.....	52
4.	Standards.....	52
5.	Use of Contract Documents and Information; Inspection and Audit by Purchaser..	52
6.	Certification of Goods in Accordance with Laws of Mauritius.....	53
7.	Patent Rights	53
8.	Performance Security	54
9.	Inspections and Tests	54
10.	Packing.....	55
11.	Delivery and Documents.....	55
12.	Insurance	56
13.	Transportation	56
14.	Incidental Services	57
15.	Warranty	57
16.	Payment.....	58
17.	Prices.....	59
18.	Change Orders	59
19.	Contract Amendments	59
20.	Assignment	59
21.	Delays in the Supplier's Performance.....	59
22.	Liquidated Damages	60
23.	Termination for Default	60
24.	Force Majeure	62
25.	Termination for Insolvency.....	62
26.	Termination for Convenience	62
27.	Settlement of Disputes	63
28.	Limitation of Liability.....	63
29.	Governing Language.....	64
30.	Applicable Law	64
31.	Notices	64
32.	Taxes and Duties.....	64

General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “Day” means calendar day.
- (d) “Effective Date” means the date on which this Contract becomes effective pursuant to GCC Clause 6.2.
- (e) “Eligible Country” means the countries and territories eligible for participation.
- (f) “End User” means the organization(s) where the goods will be used, as **named in the SCC**.
- (g) “GCC” means the General Conditions of Contract contained in this section.
- (h) “The Goods” means all of the pharmaceuticals including nutritional supplement and oral and injectable forms of contraception, vaccines, and condoms that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “The Purchaser” means the organization purchasing the Goods, as **named in the SCC**.
- (j) “Registration Certificate” means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in Mauritius in accordance with the Applicable Law.
- (k) “SCC” means the Special Conditions of Contract.
- (l) “The Services” means those services ancillary to the supply of the Goods, such as transportation and

insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(m) “The Site,” where applicable, means the place or places **named in the SCC.**

(n) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract, as **named in the SCC.**

- 2. Application** 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin**

 - 3.1 All Goods and Services supplied under the Contract shall have their origin in eligible countries and territories, as further **elaborated in the SCC.**
 - 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards** 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by Purchaser** 5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.4 The Supplier shall permit the Purchaser/or persons appointed by the Purchaser to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Purchaser if required by the Purchaser. The Supplier's attention is drawn to Clause 23, which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under this Sub-Clause constitute a prohibited practice subject to contract termination.

6. Certification of Goods in Accordance with Laws of Mauritius

- 6.1 If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in Mauritius. The Purchaser undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the Republic of Mauritius.
- 6.2 Unless otherwise **specified in the SCC**, the Contract shall become effective on the date ("the Effective Date") that the Supplier receives written notification from the relevant authority in Mauritius that the Goods have been registered for use in Mauritius.
- 6.3 If thirty (30) days, or such longer period **specified in the SCC**, elapse from the date of Contract signing and the Contract has not become effective pursuant to Sub-Clause 6.2 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's performance security shall be promptly returned.

7. Patent Rights

- 7.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Mauritius.

- 8. Performance Security**
- 8.1 Within twenty-eight (28) days of receipt of the Letter of Acceptance, the successful Bidder shall furnish to the Purchaser the performance security in the amount **specified in the SCC**.
- 8.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 8.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in form of a bank guarantee issued by a commercial bank located in Mauritius in the format provided in the Bidding Documents or another format acceptable to the Purchaser
- 8.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless **specified otherwise in the SCC**.
- 9. Inspections and Tests**
- 9.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. The **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- (a) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.
- (b) The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.
- (c) Upon receipt of the Goods at place of final destination, the Purchaser's representative shall inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods).

The Acceptance Certificate shall be issued within ten (10) days of receipt of the Goods or part of Goods at place of final destination.

9.2 Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by 9.1 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Purchaser or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.

10. Packing

10.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

10.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the SCC** or Technical Specifications, and in any subsequent instructions ordered by the Purchaser.

11. Delivery and Documents

11.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are **specified in the SCC**.

11.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

11.3 Documents to be submitted by the Supplier are **specified in the SCC**. *Incoterms* provides a set of international rules for the interpretation of the more commonly used trade terms.

12. Insurance

12.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC**.

12.2 Where delivery of the Goods is required by the Purchaser on a CIF basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on a CFR (Cost and Freight) basis, insurance shall be the responsibility of the Purchaser.

13. Transportation

13.1 Where the Supplier is required under Contract to deliver the Goods CIF or CFR transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

13.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Mauritius, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

13.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Mauritius, defined as the Site, transport to such place of destination in Mauritius, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

14. Incidental Services

- 14.1 The Supplier shall provide such incidental services, if any, as are **specified in the SCC**.
- 14.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

15. Warranty

- 15.1 All goods must be of fresh manufacture and must bear the dates of manufacture and expiry.

The Supplier further warrants that all Goods supplied under the Contract will have remaining a minimum of five-sixths (5/6) of the specified shelf life upon delivery at port/airport of entry for goods with a shelf life of more than two years and three-fourths (3/4) for goods with a shelf life of two years or less, unless otherwise **specified in the SCC**; have “overages” within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.

- 15.2 The Purchaser shall have the right to make claims under the above warranty for three months after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.
- 15.3 In the event of a dispute by the Supplier, a counter analysis will be carried out on the manufacturer’s retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.

- 15.4 If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 15.2 above, the Supplier fails to replace the defective Goods within the period **specified in the SCC**, the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.
- 15.5 *Recalls.* In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in the SCC**.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 11, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency or currencies in which payments is made to the Supplier under this Contract shall be made subject to the following general principle:
- (a) payment will be made in the currency or currencies in which the bid price is expressed.
 - (b) Local bidders will be paid in fixed Mauritian Rupees or Mauritian rupees adjusted to the fluctuation in the rate exchange at the time of delivery, as specified in the SCC.
- 16.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 16.4.

- 17. Prices** 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments **authorized in the SCC** or in the Purchaser's request for bid validity extension, as the case may be.
- 18. Change Orders** 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- (a) specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 19. Contract Amendments** 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20. Assignment** 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 21. Delays in the Supplier's Performance** 21.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the

Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in the SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in the SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
- (b) if the Goods do not meet the Technical Specifications stated in the Contract; or
- (c) if the Supplier fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions.
- (d) if the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 23 shall apply as if such

expulsion had been made under Sub-Clause 23.1.

For the purposes of this Sub-Clause:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights provided for under Clause 5.
- (e) should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.
- (f) if the Supplier fails to perform any other obligation(s)

under the Contract.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

26. Termination for Convenience

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of

termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

27.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 7,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of

production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

- | | | |
|-------------------------------|------|---|
| 29. Governing Language | 29.1 | The Contract shall be in English. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language. |
| 30. Applicable Law | 30.1 | The Contract shall be interpreted in accordance with the laws of Mauritius, unless otherwise specified in the SCC . |
| 31. Notices | 31.1 | Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by facsimile and confirmed in writing to the other party's address specified in the SCC . |
| | 31.2 | A notice shall be effective when delivered or on the notice's effective date, whichever is later. |
| 32. Taxes and Duties | 32.1 | A Supplier supplying Goods from abroad shall be entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside Mauritius. |
| | 32.2 | A Supplier supplying Goods offered locally shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. |

Special Conditions of Contract

<p>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.</p>	
GCC 1.1 (f)	The end user is: <i>MINISTRY OF HEALTH AND WELLNESS</i> .
GCC 1.1 (i)	The Purchaser is: <i>MINISTRY OF HEALTH AND WELLNESS</i> .
GCC 1.1 (m)	The Site for delivery Manager Procurement and Supply <i>MINISTRY OF HEALTH AND WELLNESS</i> , Central Supplies Division, Plaine Lauzun, Port Louis, Mauritius.
GCC 6.1	The registration and other certification necessary to prove registration in Mauritius.
GCC 6.2	The Effective Date of the Contract is <i>the date appearing on the document of award</i> .
GCC 6.3	<i>Not Applicable</i> .
GCC 8.1	Performance security shall be for an amount equal to <i>10% of Contract Value based on the total amount for one or more items</i> .
GCC 8.4	<i>“There are no Special Conditions of Contract applicable to GCC Sub-Clause 8.4.</i>”
GCC 9.1	<i>“There are no Special Conditions of Contract applicable to GCC Sub-Clause 9.”</i>
GCC 10.2	<i>Wording will be specified in the contract, e.g. “MINISTRY OF HEALTH AND WELLNESS’ – NOT FOR SALE”</i>
GCC 11	<p style="text-align: center;"><u>Delivery</u></p> <p>The Goods shall be delivered at the place of destination within four months unless otherwise specified on the contract. The Ministry reserves the right to determine the delivery period at time of contract The Delivery Date Starts:</p> <p>(a) as from date of Letter of Award issued by the MINISTRY OF HEALTH AND WELLNESS when payment is to be made by Cash Against Document; or</p> <p>(b) as from the date of receipt of Letter of Credit where payment is to be made through Letter of Credit</p>
GCC 11.1 & 11.3	<p>Details of Shipping and other Documents to be furnished by Suppliers are:</p> <p>(a) For Goods supplied from overseas on CIP/CIF terms (the Purchaser as consignee):</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the insurance company in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the airway-bill number. The Supplier shall fax and then send by courier the following documents to the Purchaser, with a copy to the insurance company:</p> <p style="padding-left: 40px;">(i) three originals and two copies of the Supplier’s invoice,</p>

showing Purchaser as *MINISTRY OF HEALTH AND WELLNESS* the Procurement Reference number, Goods' description, quantity, unit price and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal;

- (ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Purchaser as *MINISTRY OF HEALTH AND WELLNESS* and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or air waybill marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;
- (iii) four copies of the packing list identifying contents of each package;
- (iv) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
- (v) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied;
- (vi) one original of the Supplier's Certificate of Origin covering all items supplied;
- (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);
- (viii) any other procurement-specific documents required for delivery/payment purposes.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

(b) For Goods from local suppliers (already imported on the basis of delivery to warehouse-DDP):

Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:

- (i) one original and two copies of the Supplier's invoice, showing Purchaser, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;
- (ii) two copies of the packing list identifying contents of each package;
- (iii) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;
- (iv) one original of the Supplier's Certificate of Origin covering all items supplied;
- (v) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required)
- (vi) other procurement-specific documents required for delivery/payment purposes.

(c) For goods from local manufacturers:

	<ul style="list-style-type: none"> (i) one original and two copies of the Supplier’s invoice, showing Purchaser, the Procurement Reference Number, Goods’ description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (ii) two copies of the packing list identifying contents of each package; (iii) original copy of the Certificate of Inspection furnished to manufacture by the nominated inspection agency and two copies (where inspection is required), and other procurement-specific documents required for delivery/payment purposes. <p>Note: In the event that the documents presented by the Supplier/Manufacturer are not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate, to be issued in accordance with SCC 9 (GCC 9) above.</p>
GCC 12.1	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 (only if contract placed on CIF or CIP basis).
GCC 14.1	<p>Incidental services to be provided are:</p> <ul style="list-style-type: none"> (a) The Supplier shall provide all necessary licenses and permissions for use of the Goods in Mauritius that may be required for the Goods. The cost shall be deemed included in the Contract Price. (b) The Supplier shall provide such other services as are stated in the Technical Specifications.
GCC 15.4	<i>The period for the replacement of defective goods is: one (1) month. Goods shall have a shelf life of as far as possible not less than 18 months. This period will begin to run as from date of receipt of the goods at the place of destination. Value of defective goods should be reimbursed. No credit note will be accepted</i>

GCC 16.1 & 16.4

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

(a) Payment for Goods supplied from overseas supplier on CIP/CIF basis (the purchaser as consignee):

Payment of foreign currency portion shall be made in [*insert: currency of the Contract Price*] in the following manner:

- (i) **On Shipment:** Ninety (90) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 11 or, alternatively, cash against document by direct bank transfer to the Supplier's nominated bank account. Opening charges and charges for amendment of the letter of credit at the request of or due to a fault or default of the Purchaser are for the account of the Purchaser. Confirmation charges and charges for amendment to letters of credit at the request of or due to a fault or default on behalf of the Supplier are for the account of the Supplier.
- (ii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within sixty (60) 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.

Payment of local currency portion shall be made in Mauritian Rupees within sixty (60) days of presentation 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)

	<p>supported by the Acceptance Certificate issued by the Purchaser.</p> <p>(b) Payment for Goods and Services supplied from local suppliers (goods already imported) and those from local Manufacturer:</p> <p>Payment for Goods and Services supplied from local suppliers shall be made in Mauritian Rupees on the basis of quoted price excluding VAT. The Purchaser shall effect payment for VAT, where applicable, as confirmed by the Supplier's invoice.</p> <p>(i) On Acceptance: The Contract Price of Goods received shall be paid within sixty (60) 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.</p> <p>(c) Payment for goods from local Manufacturer: Payment for Goods and Services supplied from local manufacturers shall be made in Mauritian Rupees on the basis of quoted price excluding VAT. The Purchaser shall effect payment for VAT, where applicable, as confirmed by the Supplier's invoice.</p> <p>(i) On Acceptance: The Contract Price of Goods received shall be paid within sixty (60) 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.</p>
GCC 17.1	Prices shall be fixed and firm for the duration of the Contract except for Payment in Mauritian Rupees which may be subject to fluctuation in the rate of exchange if so qualified by the bidders.
GCC 22.1	<p><i>Liquidated damages will be charged at the rate of 0.5% of contract value of undelivered goods per week of delay</i></p> <p><i>Up to a maximum of 10 % of contract value of undelivered goods</i></p> <ul style="list-style-type: none"> • Deductible from any sum due or which may become due to the contractor.

GCC 27.2.2	<p>Clause 27.2.2 shall be as follows:</p> <p style="text-align: center;">In the case a dispute cannot be solved amicably between the Purchaser and a Supplier the dispute shall be referred to adjudication before a court of competent jurisdiction in the Republic of Mauritius</p>
GCC 30.1	The Contract shall be interpreted in accordance with the laws of Mauritius.
GCC 31.1	<p><i>Purchaser's address</i></p> <p><i>Supervising Officer</i></p> <p><i>Ministry of Health & Wellness</i></p> <p><i>10th Floor Emmanuel Anquetil Building, SSR Street</i></p> <p><i>Port Louis</i></p> <p><i>Mauritius</i></p>

Part V – Schedule of Requirements**ANNUAL SUPPLY OF DRUGS USED FOR THE MANAGEMENT OF ENDOCRINE DISORDERS
TENDER:-MHPQ/PHARM/2019-2020/Q69 OIB**

ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	CIP PRICE AIR	DELIVERY DATE	OFFICIAL STANDARD (BP, USP, EP)	MANUFACTURER,COUNTRY OF ORIGIN ,MANUFACTURING SITE AND ADDRESS
EN-A1**	Cabergoline 0.5 mg Tab (preferably strip/blister pack (In 2 Instalments))	7,000				
Either EN-A2***	Desmopressin Acetate Nasal Spray (To specify offer)	300				
OR-EN-A2(A)***	Desmopressin Acetate Intranasal Solution (DDAVP) 100 mcg/ml x 2.5 ml dropper bottle	300				
EN-A3**	Dexamethasone Phosphate Inj. IM/IV 8 mg/amp (In 2 instalments)	100,000				
EN-A4**	Dexamethasone tab/cap 500 mcg (preferably strip/blister pack) (In 2 instalments)	50,000				
EN-A5**	Dydrogesterone tab/cap 10 mg (preferably strip/blister pack) (In 2 instalments)	12,000				
EN-A6**	MethylPrednisolone Sodium Succinate Inj.(powder for reconstitution) IM/IV 40 mg (In 2 instalments)	68,000				

Refer to ITB 6.3c page 39 (Additional Clause)

1. Bidders are requested to submit their offers from not more than 3 sources for any product.
2. Samples to be produced for evaluation and should be of the same specification as on tender
3. Any change in sourcing after award of contract shall not be entertained, only and unless their different sources are already included in their offer(s).
4. Suppliers will be required to submit a Tax clearance certificate for contract values of Rs 5 million and above
5. Note: For items marked with 3 asterisks***. Please refer to ITB 6.3(b) for eligibility of goods
6. Note: For items marked with 2 asterisks**. Please refer to ITB 6.3 (b) and ITB 7.1 (a)(ii) for eligibility of goods and eligibility of Manufacturer respectively
7. The Ministry of Health and Wellness reserves the right to procure either item EN-A2*** or item OR-EN-A2(A)***

Part V – Schedule of Requirements						
ANNUAL SUPPLY OF DRUGS USED FOR THE MANAGEMENT OF ENDOCRINE DISORDERS						
TENDER:-MHPQ/PHARM/2019-2020/Q69 OIB						
ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	CIP PRICE AIR	DELIVERY DATE	OFFICIAL STANDARD (BP, USP, EP)	MANUFACTURER,COUNTRY OF ORIGIN ,MANUFACTURING SITE AND ADDRESS
EN-A7**	MethylPrednisolone Sodium Succinate Inj. (powder for reconstitution) 125 mg IM/IV (In 2 instalments)	15,000				
EN-A8**	MethylPrednisolone Sodium Succinate Inj. (powder for reconstitution) 500 mg IM/IV	500				
EN-A9**	MethylPrednisolone Acetate Inj. I.A 80 mg/vial (In 2 instalments)	4,000				
EN-A10**	Nandrolone Decanoate Inj. 50 mg/amp IM	300				
EN-A11**	Propylthiouracil tab/cap 50 mg (preferably strip/blister pack) (In 2-3 instalments)	15,000				
Refer to ITB 6.3c page 39 (Additional Clause)						

1. Bidders are requested to submit their offers from not more than 3 sources for any product.
2. Samples to be produced for evaluation and should be of the same specification as on tender
3. Any change in sourcing after award of contract shall not be entertained, only and unless their different sources are already included in their offer(s).
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Part V – Schedule of Requirements						
ANNUAL SUPPLY OF DRUGS USED FOR THE MANAGEMENT OF ENDOCRINE DISORDERS						
TENDER:-MHPQ/PHARM/2019-2020/Q69 OIB						
ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	CIF PRICE SEA	DELIVERY DATE	OFFICIAL STANDARD (BP, USP, EP)	MANUFACTURER,COUNTRY OF ORIGIN ,MANUFACTURING SITE AND ADDRESS
EN-S1**	Carbimazole tab/cap 5 mg (preferably strip/blister pack) (In 2 instalments)	400,000				
EN-S2**	Cortisone Acetate tab/cap 25 mg (preferably strip/blister pack)	8,000				
EN-S3**	Hydrocortisone Sodium Succinate Inj. IM/IV 100 mg/vial (In 2 instalments)	136,000				
EN-S4**	L-Thyroxine tab/cap 25 mcg (preferably strip/blister pack) (In 2 instalments)	1,200,000				
EN-S5**	L-Thyroxine tab/cap 50 mcg (preferably strip/blister pack) (In 2 instalments)	3,000,000				
Refer to ITB 6.3c page 39 (Additional Clause)						

- 1.Bidders are requested to submit their offers from not more than 3 sources for any product.
- 2.Samples to be produced for evaluation and should be of the same specification as on tender
- 3.Any change in sourcing after award of contract shall not be entertained, only and unless their different sources are already included in their offer(s).
- 4.Suppliers will be required to submit a Tax clearance certificate for contract values of Rs 5 million and above
- 5.Note: For items marked with 3 asterisks***.Please refer to ITB 6.3(b) for eligibility of goods
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Part V – Schedule of Requirements**ANNUAL SUPPLY OF DRUGS USED FOR THE MANAGEMENT OF ENDOCRINE DISORDERS**

TENDER:-MHPQ/PHARM/2019-2020/Q69 OIB

ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	CIF PRICE SEA	DELIVERY DATE	OFFICIAL STANDARD (BP, USP, EP)	MANUFACTURER,COUNTRY OF ORIGIN ,MANUFACTURING SITE AND ADDRESS
EN-S6**	Prednisolone tab 5 mg plain (preferably strip/blister pack) (In 2 instalments)	3,300,000				
EN-S7**	Prednisolone tab 20-25 mg (Effervescent/dispersible/soluble) (to specify offer) (In 2 instalments)	200,000				

Refer to ITB 6.3c page 39 (Additional Clause)

- 1.Bidders are requested to submit their offers from not more than 3 sources for any product.
- 2.Samples to be produced for evaluation and should be of the same specification as on tender
- 3.Any change in sourcing after award of contract shall not be entertained, only and unless their different sources are already included in their offer(s).
- 4.Suppliers will be required to submit a Tax clearance certificate for contract values of Rs 5 million and above
- 5.Note: For items marked with 3 asterisks***.Please refer to ITB 6.3(b) for eligibility of goods
- 6.Note: For items marked with 2 asterisks**.Please refer to ITB 6.3 (b) and ITB 7.1 (a)(ii) for eligibility of goods and eligibility of Manufacturer respectively

Special Conditions of Contract

PHARMACEUTICALS

(Additional Clauses)

The below data should be included in the Special Conditions of Contract used in Bidding Documents for the procurement of pharmaceuticals.

GCC 11.1 & 11.3

For Goods supplied from abroad:

- (i) One original of the Certificate of Pharmaceutical Product as recommended by the WHO for each of the items supplied.
- (ii) Certificate of quality control test results in conformity with the World Health Organization “Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade” stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods.
- (iii) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies for goods supplied from abroad.

Samples may be required during evaluation whenever need arises and should be the same specification as on tender.

Bids are to be submitted in sealed envelopes and packages

Samples to be submitted along with bids not later than **Wednesday 15 January 2020 up to 10.00 hours (Mauritian Time) at latest in separate sealed packages/envelopes** bearing Bidder’s name and address, Bid Reference No., Closing date of Bid and item No. for each corresponding sample at the under mentioned address.

***Secretariat Tendering Unit
Ministry of Health & Wellness,
Room 510
5th Floor, Emmanuel Anquetil Building,
SSR Street,
Port Louis
Mauritius***

Note :The Public Body will not be responsible for misplacement of documents on the part of the Bidder

Technical Specifications

PHARMACEUTICALS

1. **Product and Package Specifications**
 - 1.1 The Goods to be purchased by the Purchaser under this Invitation for Bids are included in the Purchaser's *current* national essential drugs list or national formulary. The required packing standards and labeling must meet the latest requirements of the World Health Organization (WHO) good manufacturing practices (GMP) standards in all respects. (These standards are contained in "Good Practices in the Manufacture and Quality Control of Drugs.")
 - 1.2 Product specifications indicate dosage form (e.g., tablet, capsules, dry syrup, liquid, ointment, injectable, emulsion, suspension, etc.) and the drug content (exact number of mg or international units [IU] or % v/v, w/w or v/w acceptable range). The Goods should conform to standards specified in the following compendia: [The Purchaser should specify an acceptable pharmacopoeia standard from one of the following: the *British Pharmacopoeia*, the *United States Pharmacopoeia*, the *French Pharmacopoeia*, the *International Pharmacopoeia*, or the *European Pharmacopoeia*, the latter particularly for raw materials.] *The standards will be the latest edition unless otherwise stated by the Purchaser or other if applicable.* In case the pharmaceutical product is not included in the specified compendium, *but included in the Purchaser's national essential drug list, the Purchaser should clearly indicate acceptable limits and the Supplier, upon award of the Contract, must provide the reference standards and testing protocols to allow for quality control testing.*
 - 1.3 Not only the pharmaceutical item, but also the packaging and labeling components (e.g., bottles, closures, and labeling) should also meet specifications suitable for distribution, storage, and use in a climate similar to that prevailing in the country of the Purchaser. All packaging must be properly sealed and tamper-proof, *and packaging components must meet the latest compendium standards and be approved for pharmaceutical packaging by the manufacturer's national regulatory authority (RA). The Purchaser should specify any additional special requirements.*

- 1.4 All labeling and packaging inserts shall be in the language requested by the Purchaser or English if not otherwise stated.
- 1.5 Goods requiring refrigeration or freezing *or those that should not fall below a certain minimum temperature* for stability must specifically indicate storage requirements on labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to port of entry.
- 1.6 Upon award, the successful Supplier shall, on demand, provide a translated version in the language of the bid of the prescriber's information for any specific goods the Purchaser may request.

2. Labeling Instructions

- 2.1 The label of the primary container for each pharmaceutical and vaccine products shall meet the W210 GMP standard and include:
 - (a) The international nonproprietary name (INN) or generic name prominently displayed and above the brand name, where a brand name has been given. Brand names should not be bolder or larger than the generic name;
 - (b) dosage form, e.g., tablet, ampoule, syrup, etc.;
 - (c) the active ingredient "per unit, dose, tablet or capsule, etc.";
 - (d) the applicable pharmacopoeial standard;
 - (e) the Purchaser's logo and code number and any specific color coding if required;
 - (f) content per pack;
 - (g) instructions for use;
 - (h) special storage requirements;
 - (i) batch number;
 - (j) date of manufacture and date of expiry (in clear language, not code);
 - (k) name and address of manufacture;
 - (l) Additional cautionary statement

(i) all primary and secondary packaging materials should bear the label MOH&W NOT FOR SALE"

(ii) the MOH will not accept look alike pharmaceutical products..A manufacturer who has been awarded more than 1 item should ensure that the products to be delivered do not look alike as regard to the Colour of the Label/Artwork/Size and also the Colour of tablets and capsules

2.2 The outer case or carton should also display the above information.

3. Case Identification

3.1 All cases should prominently indicate the following:

- (a) Purchaser's line and code numbers;
- (b) the generic name of the product;
- (c) the dosage form (tablet, ampoule, syrup);
- (d) date of manufacture and expiry (in clear language not code);
- (e) batch number;
- (f) quantity per case;
- (g) special instructions for storage;
- (h) name and address of manufacture;
- (i) any additional cautionary statements.

3.2 No case should contain pharmaceutical products from more than one batch.

4. Unique Identifiers

4.1 The Purchaser shall have the right to request the Supplier to imprint a logo, if the quantity so justifies it, on the *labels of the containers* used for packaging and in certain dosage forms, such as tablets, *and ampoules* and this will be in the Technical Specifications. The design *and detail will be clearly indicated at the time of bidding, and confirmation of the design of such logo shall be provided to the Supplier at the time of contract award.*

5. Standards of Quality Control for Supply

5.1 The successful Supplier will be required to furnish to the Purchaser:

- (a) With each consignment, and for each item a WHO certificate of quality control test results concerning quantitative assay, chemical analysis, sterility, pyrogen content uniformity, microbial limit, and other tests, as applicable to the Goods

being supplied and the manufacturer's certificate of analysis.

- (b) Assay methodology of any or all tests if requested.
- (c) Evidence of bio-availability and/or bio-equivalence for certain critical Goods upon request. *This information would be supplied on a strictly confidential basis only.*
- (d) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.

5.2 The Supplier will also be required to provide the Purchaser with access to its manufacturing facilities to inspect the compliance with the GMP requirements and quality control mechanisms.

NOTES TO BIDDERS ON THE PREPARATION OF SAMPLE FORMS

The Purchaser has prepared the forms in this section of the Bidding Documents to suit the specific requirements of the procurement. In its bid, the Bidder **MUST** use these forms (or forms that present in the same sequence substantially the same information). If the Bidder has a question regarding the meaning or appropriateness of the contents or format of the forms and/or the instructions contained in them, these questions should be brought to the Purchaser's attention as soon as possible during the bid clarification process, by addressing them to the Purchaser in writing pursuant to ITB Clause 11.

The Purchaser has provided explanatory text and instructions to help the Bidder prepare the forms accurately and completely. The instructions that appear directly on the forms themselves are indicated by use of typographical aides such as italicized text within square brackets.

In preparing its bid, the Bidder **MUST** ensure all such information is provided and that the typographical aides are removed.

SAMPLE FORMS

1. Bid Form	76
2. Bid securing declaration	79
3. Price Schedule for Domestic Goods Manufactured within Mauritius	80
4. Price Schedule for Goods Manufactured outside the Country to be imported	81
5. Price Schedule for Goods Manufactured outside the Country already imported	82
6. Performance Security	83
7. Manufacturer's Authorization	84
8. Specimen Certificate of a Pharmaceutical Product	85
9. Cost Structure Form	89
10. Form of Contract Agreement	90
12 Debarment Certificate	92

1. Bid Form

Date: [insert: **date of bid**]

[Purchaser specify: Procurement Reference[number]”]

[insert: **name of Contract**]

To: [Purchaser insert: **Name and address of Purchaser**]

Dear Sir or Madam:

1. Having examined the Bidding Documents, including Addenda Nos. [insert **numbers**], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said Bidding Documents for the sum of:

[insert: **amount of local currency in words**] ([insert: **amount of local currency in figures**])

plus [insert: **amount of foreign currency A in words**] ([insert: **amount of foreign currency A in figures**])

[as appropriate, include the following]

plus [insert: **amount of foreign currency B in words**] ([insert: **amount of foreign currency B in figures**])

plus [insert: **amount of foreign currency C in words**] ([insert: **amount of foreign currency C in figures**])

(hereinafter called “the Total Bid Price”) or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

2. We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our bid is accepted, we undertake to provide an advance payment security and a Performance Security in the form, in the amounts, and within the times specified in the Bidding Documents.

4. We agree to abide by this bid, for the Bid Validity Period specified in Clause 18.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
5. We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
6. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.
7. We have no conflict of interest in accordance with ITB Sub-Clause 4.4;
8. 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 cartelization 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.
9. We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.
10. We understand that this bid, together with your written acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
11. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

12. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the Contract, are listed below:

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state “none”)

Dated this [*insert: number*] day of [*insert: month*], [*insert: year*].

Signed: _____

Date: _____

In the capacity of [*insert: title or position*]

Duly authorized to sign this bid for and on behalf of [*insert: name of Bidder*]

2. Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is an alternative bid]*

To: *[insert complete name of Public Body]*

I/We*, the undersigned, declare that:

I/We* understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

I/We* accept that I/we* may be disqualified from bidding for any contract with any Public Body for the period of time as 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 in Instructions to Bidders; 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 *[insert name of public body]* during the period of bid validity, (i) have failed or have refused to execute the Contract, if required, or (ii) have failed or have 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 am/we are the successful Bidder, upon receipt of copies of the contract signed by me/us and the issuance of the Performance Security; or (b) in case 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.

For Overseas Bidder

4. Price Schedule for Goods Manufactured outside the Country to be imported

Bidder's name and address:						Prices Bid Currency: (insert currency)		Date: _____ Procurement No: _____					
1	2	3	4	5	6	7		8	9	10	11	12	13
Product Code	Product	Strength	Dosage form	Unit pack size	Qty offered	Unit Prices		Total Price per line item [6x7]	Local Agent's commission as a % of F.O.B price included in quoted price	Shipment Weight and volume	Name of manu- facturer	Country of Origin	Pharma- copoeial standard
						CFR (cost and freight- named port of loading)	CIP (named Port of destination)						
Total Bid Price [total of column (8+ 9)]													
Name of Bidder <i>[insert complete name of Bidder]</i>			Signature of Bidder <i>[signature of person signing the Bid]</i> In capacity of : <i>[insert title]</i>					Date <i>[insert date]</i>					

For Local Bidder

5. Price Schedule for Goods Manufactured outside the Country already imported

Bidder's name and address:						Prices to be in Mauritian Rupees			Date: _____		Procurement No: _____	
1	2	3	4	5	6	7			8	9	10	11
Product Code	Product	Strength	Dosage form	Unit pack size	Qty offered	Unit Prices			Total Unit Price without VAT [a + b+ c]	Total Price per line item without VAT [6x8]	Name of manufacturer	Pharmaco- poeial standard
						[a] Unit price including Custom duties and import taxes paid and payable	[b] Inland transp. Insurance & Other local costs Incidental to delivery	[c] Other incidental cost as defined in the SCC				
Total Bid Price excluding VAT [total of column (9)]												
Prices are: <i>fixed/adjustable to rate of exchange.</i>												
Rate of exchange: <i>(insert base rate)</i>						Portion of price adjustable to exchange rate: <i>[6x7(a)]</i>						
Name of Bidder <i>[insert complete name of Bidder]</i>				Signature of Bidder <i>[signature of person signing the Bid]</i>				Date <i>[insert date]</i>				
In capacity of : <i>[insert title]</i>												

6. Performance Security

(Bank Guarantee)

.....*Bank's Name and Address of Issuing Branch or Office*.....

Beneficiary:Name and Address of Purchaser

Date:.....

PERFORMANCE GUARANTEE No.:.....

We have been informed thatname of the Contractor.....
(hereinafter called "the Contractor") has entered into Contract No.....*reference number of the Contract*..... dated..... with you, for the execution of *name of Contract and brief description of Works*(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we *name of Bank*hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *amount in figures (amount in words)*..... such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire not later than twenty-eight days from the date of issuance of the Certificate of Completion/Acceptance Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the.....day of,, whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 (Applicable to overseas contractor only).

.....*Seal of bank and Signature(s)*.....

7. Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: *[insert: **date** (as day, month and year) of Bid Submission]*

Procurement No.: *[insert: **number of bidding process**]*

Alternative No.: *[insert: **identification No if this is a Bid for an alternative**]*

To: *[insert: complete name of Purchaser]*

WHEREAS

We *[insert: **complete name of Manufacturer**]*, who are official manufacturers of *[insert: **type of goods manufactured**]*, having factories at *[insert: **full address of Manufacturer's factories**]*, do hereby authorize *[insert: **complete name of Bidder**]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert: **name and or brief description of the Goods**]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with clause 15 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert: **signature(s) of authorized representative(s) of the Manufacturer**]*

Name: *[insert: **complete name(s) of authorized representative(s) of the Manufacturer**]*

Title: *[insert: **title**]*

Duly authorized to sign this Authorization on behalf of: *[insert: **complete name of Bidder**]*

Dated on _____ day of _____, _____ *[insert: **date of signing**]*

8. Specimen Certificate of a Pharmaceutical Product

Certificate of a Pharmaceutical Product¹

This certificate conforms to the format recommended by the World Health Organization (*general instructions and explanatory notes attached*).

No. of certificate: _____

Exporting (certifying) country: _____

Importing (requesting) country: _____

1. Name and dosage form of product:

1.1 Active ingredients² and amount(s) per unit dose.³

For complete qualitative composition including excipients, see attached.⁴

1.2 Is this product licensed to be placed on the market for use in the exporting country?⁵ yes/no (*key in as appropriate*)

1.3 Is this product actually on the market in the exporting country? yes/no/unknown (*key in as appropriate*)

If the answer to 1.2 is yes, continue with section 2A and omit section 2B.

If the answer to 1.2 is no, omit section 2A and continue with section 2B.⁶

2A. 1 Number of product license⁷ and date of issue:

2A.2 Product-license holder (name and address):

2A.3 Status of product-license holder:⁸ a/b/c (*key in appropriate category as defined in note 8*)

2A.3.1 For categories b and c the name and address of the manufacturer producing the dosage form are: ⁹

2A.4 Is Summary Basis of Approval appended?¹⁰ yes/no (*key in as appropriate*)

2A.5 Is the attached, officially approved product information complete and consonant with the license?¹¹ yes/no/not provided (*key in as appropriate*)

2A.6 Applicant for certificate, if different from license holder (name and address):¹²

2B. 1 Applicant for certificate (name and address):

2B.2 Status of applicant: a/b/c (*key in appropriate category as defined in note 8*)

2B.2.1 For categories b and c the name and address of the manufacturer producing the dosage form are:⁹

2B.3 Why is marketing authorization lacking?

not required/not requested/under consideration/refused (*key in as appropriate*)

2B.4 Remarks:¹³

3. Does the certifying authority arrange for periodic inspection of the manufacturing plant in which the dosage form is produced?

yes/no/not applicable¹⁴ (*key in as appropriate*)

If no or not applicable proceed to question 4.

3.1 Periodicity of routine inspections (years): _____

3.2 Has the manufacture of this type of dosage form been inspected?

yes/no (*key in as appropriate*)

3.3 Do the facilities and operations conform to GMP as recommended by the World Health Organization?¹⁵

yes/no/not applicable¹⁶ (*key in as appropriate*)

4. Does the information submitted by the applicant satisfy the certifying authority on all aspects of the manufacture of the product?¹¹

yes/no (*key in as appropriate*)

If no, explain: _____

Address of certifying authority: _____

Telephone number: _____ Fax number: _____

Name of authorized person:

Signature:

Stamp and date:

General instructions

Please refer to the guidelines for full instructions on how to complete this form and information on the implementation of the Scheme.

The forms are suitable for generation by computer. They should always be submitted as hard copy, with responses printed in type rather than handwritten.

Additional sheets should be appended, as necessary, to accommodate remarks and explanations.

Explanatory notes

- ¹ This certificate, which is in the format recommended by WHO, establishes the status of the pharmaceutical product and of the applicant for the certificate in the exporting country. It is for a single product only since manufacturing arrangements and approved information for different dosage forms and different strengths can vary.
- ² Use, whenever possible, international nonproprietary names (INNs) or national nonproprietary names.
- ³ The formula (complete composition) of the dosage form should be given on the certificate or be appended.
- ⁴ Details of quantitative composition are preferred, but their provision is subject to the agreement of the product-license holder.
- ⁵ When applicable, append details of any restriction applied to the sale, distribution, or administration of the product that is specified in the product license.
- ⁶ Sections 2A and 2B are mutually exclusive.
- ⁷ Indicate, when applicable, if the license is provisional or if the product has not yet been approved.
- ⁸ Specify whether the person responsible for placing the product on the market:
 - (a) manufactures the dosage form;

- (b) packages and/or labels a dosage form manufactured by an independent company; or
- (c) is involved in none of the above.

⁹ This information can be provided only with the consent of the product-license holder or, in the case of non-registered products, the applicant. Noncompletion of this section indicates that the party concerned has not agreed to inclusion of this information. It should be noted that information concerning the site of production is part of the product license. If the production site is changed, the license must be updated or it will cease to be valid.

¹⁰ This refers to the document, prepared by some national regulatory authorities, that summarizes the technical basis on which the product has been licensed.

¹¹ This refers to product information approved by the competent national regulatory authority, such as a Summary of Product Characteristics (SPC).

¹² In this circumstance, permission for issuing the certificate is required from the product-license holder. This permission must be provided to the authority by the applicant.

¹³ Please indicate the reason that the applicant has provided for not requesting registration:

- (a) The product has been developed exclusively for the treatment of conditions—particularly tropical diseases—not endemic in the country of export.
- (b) The product has been reformulated with a view to improving its stability under tropical conditions.
- (c) The product has been reformulated to exclude excipients not approved for use in pharmaceutical products in the country of import.
- (d) The product has been reformulated to meet a different maximum dosage limit for an active ingredient.
- (e) Any other reason, please specify.

¹⁴ Not applicable means that the manufacture is taking place in a country other than that issuing the product certificate and inspection is conducted under the aegis of the country of manufacture.

¹⁵ The requirements for good practices in the manufacture and quality control of drugs referred to in the certificate are those included in the thirty-second report of the Expert Committee on Specifications for Pharmaceutical Preparations (WHO Technical Report Series, No. 823, 1992, Annex 1). Recommendations specifically applicable to biological products have been formulated by the WHO Expert Committee on Biological Standardization (WHO Technical Report Series, No. 822, 1992, Annex 1).

¹⁶ This section is to be completed when the product-license holder or applicant conforms to status (b) or (c) as described in note 7 above. It is of particular importance when foreign contractors are involved in the manufacture of the product. In these circumstances the applicant should supply the certifying authority with information to identify the contracting parties responsible for each stage of manufacture of the finished dosage form, and the extent and nature of any controls exercised over each of these parties.

The layout for this Model Certificate is available on diskette in WordPerfect from the Division of Drug Management and Policies, World Health Organization, 1211 Geneva 27, Switzerland.

9. Cost Structure for Value Added Calculation per Product

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT		
	Rs	Rs
Raw Materials, Accessories & Components		
• Imported (CIF)
• Local (VAT & Excise Duty Free)
Labour Cost		
• Direct Labour
• Clerical Wages
• Salaries to Management
Utilities		
• Electricity
• Water
• Telephone
Depreciation		
Interest on Loans		
Rent		
Other (please specify)		
•
•
•
TOTAL COST		

$$\text{Local Value Added} = \frac{\text{Total Cost} - \text{Cost of imported inputs}}{\text{Total Cost}} \times 100$$

- The cost structure should be certified by a Certified Accountant

10. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made

the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

- (1) [*insert: Name of Purchaser*], a [*insert: description of type of legal entity, for example, an agency of the Ministry of of the Government of Mauritius, or corporation incorporated under the laws of Mauritius*] and having its principal place of business at [*insert: address of Purchaser*] (hereinafter called “the Purchaser”), and
- (2) [*insert: name of Supplier*], a company incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain goods and related services, viz., [*insert: brief description of goods and services*] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [*insert: contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Technical Specifications)
 - (e) The Supplier’s bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) [*Add here: any other documents*]

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Purchaser

Signed: _____
in the capacity of [*insert: title or other appropriate designation*]

in the presence of _____

For and on behalf of the Supplier

Signed: _____
in the capacity of [*insert: title or other appropriate designation*]

in the presence of _____

CONTRACT AGREEMENT

dated the [*insert: number*] day of [*insert: month*], [*insert: year*]

BETWEEN

[*insert: name of Purchaser*], “the Purchaser”

and

[*insert: name of Supplier*], “the Supplier”

12.CERTIFICATE OF NON DEBARMENT

Date: [insert date (as day, month and year)]

Procurement Description [.....]

Bid No.: [insert number of bidding process]

To: [insert complete name of Public Body]

Dear Sir/Madam,

I..... representing (bidder) do hereby state that the manufacturer (s) of Pharmaceutical Products listed below has/have not been debarred during the past 10 (ten) years.

Name of Manufacturer/s:

-
-
-
-

Dated this.....

Signature of bidder:.....

In the capacity of [insert title or position]

Duly authorized to sign this certificate on behalf of [insert name of bidder]

Bid Submission Check List

Procurement Reference No.:.....

Description	Attached (please tick if submitted and cross if not)
Duly filled and signed Bid Form	
List of Goods, Price Schedule and Product Details	
Specifications and Compliance Sheet	
Company profile, past experience and references where similar goods have been supplied	
Bid Summary Sheet wherever needed	
Qualification evidences to be submitted	
<i>(Any other submission as appropriate)</i>	

Name of Bidder(s): _____

Contact Person: _____ Phone Number: _____

Signature of authorised signatory: _____

Company Seal _____

Note: This Checklist is only meant to assist the bidder in submitting necessary documents with their bid. However it is the responsibility of the bidder to ensure that the submission of documents is complete as required in the bid documents.

BID SUMMARY SHEET

MHPQ/PHARM/2019-2020/Q 68 OIB

No. of Items quoted:

Total Bid Amount:

Name of Supplier:

Address of Supplier:.....

Tel No.

Fax No.

E-mail:

Signature of Supplier:

Date: