



Award of Procurement Contract

Notice under section 40(7) of the Public Procurement Act 2006

This is to notify that, following an Open Advertised Bidding exercise carried out by the Mauritius Revenue Authority for the Procurement of Secure Excise Stamps with Accompanying Trace System (MRA/OABEXCISESTAMPS/27/21), the contract has been awarded to the lowest bidder Holostik India Limited of 30/6, Ground Floor, Devika Tower 6, Nehru Place, New Delhi, India for the sum of USD 534,260 (Incoterm DDP).

Date: 09 August 2021

**The Group Director
Holostik India Limited
30/6, Ground Floor , Devika Tower 6
Nehru Place
New Delhi
India**

Attn.: Mr. Shobhit Kumar Gupta

Dear Sir,

LETTER OF ACCEPTANCE

We refer to our 'Notification to Selected Bidder' letter dated 30 July 2021 in relation to the Procurement of Secure Excise Stamps with Accompanying Trace System (Bid Ref: MRA/OABEXCISESTAMPS/27/21).

2. This is to inform you that your bid dated 14 July 2021 for a total amount of US Dollars Five Hundred and Thirty Four Thousand Two Hundred and Sixty (USD 534,260) has been accepted, on a DDP basis as per the incoterms contained in the Bidding Documents, for excise stamps listed below:

SN	Description	Type	Quantity	Rate USD	Total Price USD
1	Tobacco	Pre-cut	12,000,000	0.0035	42,000
2	Tobacco	Sheets	110,000,000	0.0032	352,000
3	Alcohol	Roll	26,000,000	0.00365	94,900
4	Wine	Rolls	16,000,000	0.00196	31,360
5	Beer	Rolls	4,000,000	0.00350	14,000
TOTAL FIXED BID PRICE (USD)					534,260


3. The award is conditional upon you providing us, in pursuance to GCC 18.1 of the bidding documents, with a Performance Security in the form of a Bank Guarantee in the amount of USD 53,426 representing 10% of the contract value by 08 September 2021. The expiry date on the Performance Guarantee shall be 20 November 2025.

4. You are informed that in the absence of a formal agreement, this letter of acceptance together with all the documents and conditions related to this bidding shall constitute a binding contract between the Mauritius Revenue Authority and Holostik India Limited.

5. Grateful if you may confirm, in writing, your acknowledgement of this letter of acceptance by Wednesday 11 August 2021.

6. You may please wish to contact Mr O. Hurnam, Assistant Director – Finance and Administration on 207-6002 Ext 2804 Mail: ootam.hurnam@mra.mu for any clarification/ additional information.

Yours faithfully,



**N. Bunwaree (Mrs.)
Director, Finance and Administration**



Commitment beyond Revenue

Finance and Administration Department

Ehram Court, Cnr Mgr. Gonin & Sir Virgil Naz Streets, Port-Louis, Mauritius

T: +230 207 6000 • F: +230 207 6022 • H: +230 207 6010 • E: fin@mra.mu • W: www.mra.mu

Bid Submission Form

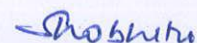
Date: 08 June 2021
Procurement Ref. No.: MRA/OABEXCISESTAMPS/27/21
Alternative No.: Not Applicable

To: **Director General**
Mauritius Revenue Authority
Ehram Court
Cnr. Mgr Gonin & Sir Virgil Naz Streets
Port-Louis
Mauritius

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: **Not Applicable as no addenda is published.** *[insert the number and issuing date of each Addendum];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services: **Secure Excise Stamps for Tobacco, Alcohol, Wine and beer with Accompanying Trace System** *[insert a brief description of the Goods and Related Services];*
- (c) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we undertake to obtain a Performance Security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (e) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries **India** *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*
- (f) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (g) Our firm, its affiliates or subsidiaries—including any subcontractor or supplier for any part of the contract—have not been declared ineligible by an international financing agency such as the World Bank, African Development Bank or any other international agency or under the Laws of Mauritius or official regulations in accordance with ITB Sub-Clause 4.3;
- (h) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid is payable and the amount and currency of each such commission or gratuity]*

For HOLOSTIK INDIA LIMITED



Authorised Signatory

Name of Recipient	Address	Reason	Amount
None _____	None _____	None _____	None _____
None _____	None _____	None _____	None _____
None _____	None _____	None _____	None _____
None _____	None _____	None _____	None _____

(If none has been paid or is to be paid, indicate "none.")

- (i) We have read and understood the content of the Bid Securing Declaration form and subscribe fully thereto. We further understand that this declaration shall be construed as a signed Bid Securing Declaration which could lead to disqualification on the grounds mentioned therein.
- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: _____

In the capacity of **Group Director**

Name: **Shobhit Kumar Gupta**

Duly authorized to sign the bid for and on behalf of: **Holostik India Limited**

Dated on **08 day of June, 2021**

PROCUREMENT OF SECURE EXCISE STAMPS WITH ACCOMPANYING TRACE SYSTEM

MRA/OABEXCISESTAMPS/27/21

ADDENDUM No. 1

Issued on 01 JULY 2021

Please find hereunder queries raised by potential bidders and MRA responses:

SN	Queries	Responses
1.	Reference is being made to Section III Evaluation and Qualification Criteria Sub-section 1: Tobacco (SN 2.14 - Paper Type) Kindly clarify if only the multi-color invisible dots are to be printed while the Invisible fibers have to be incorporated inside the paper. Is this correct?	The invisible fibres have to be incorporated inside the paper while the multi-color invisible dots have to be printed. Both should be visible under UV light.
2.	Reference is being made to Section III Evaluation and Qualification Criteria Sub-section 1: Tobacco (SN 3.7 – Other Security Features) A request is being made to the MRA to kindly note that over printing with guilloche pattern will ruin the security features in the Hologram portion beyond recognition. Hence, we request you to kindly remove this clause.	The specifications as contained in the bidding documents are maintained.
3.	Reference is being made to Section III Evaluation and Qualification Criteria Sub-section 1: Tobacco (SN 3.4) As the Offset printing and Flexo Printing technologies are equally good or better than screen printing, humble request is made to the MRA to kindly relax this clause to the following	The specifications as contained in the bidding documents are maintained.

SN	Queries	Responses
4.	<p>Reference is being made to Section III Evaluation and Qualification Criteria Sub-section 2: Alcohol (SN 3)</p> <p>We request the MRA to kindly let us know whether the requirement is correct or not as the tolerance of just 2% for caustic solution makes the stamps quite vulnerable to damage.</p>	<p>The specifications as contained in the bidding documents are maintained</p>
5.	<p>Reference is being made to Section III Evaluation and Qualification Criteria Sub-section 3: Wine (SN 2.3 – Type of Material & SN 2.4 - Colour)</p> <p>Our understanding is that the mentioned polymer substrate is plain silver metalized (without any holographic features). Is this correct?</p>	<p>Holographic features are required as per the requirements under Item No. 2.3 & 2.4 for Wine.</p>
6.	<p>Reference is being made to Section III Evaluation and Qualification Criteria Sub-section 3: Wine (SN 3.1)</p> <p>Kindly clarify whether the hologram strip (of size 18 mmx 10mm) is to be applied on the round Polymer substrate (20 mm diameter). We request the MRA to kindly note that this is not feasible and hence, kindly remove the Hologram strip and put all the holographic features as well as Taggant features on the Base metalized Hologram.</p>	<p>The hologram strip is to be applied on the round Polymer substrate.</p>
7.	<p>Reference is being made to Section III Evaluation and Qualification Criteria Sub-section 3: Wine (SN 3.1)</p> <p>Please note that due to space constraint it will be difficult to accommodate other features like ESP (Extra Small Print) and REMIC (Reverse Micro text), User defined screen, Thermo chromic ink, UV readable identification of printer, numbering and Guilloche pattern, invisible image visible with UV in a Polymer stamp of 20mm diameter. Hence, we request you to kindly consider removing certain features (like thermo chromic ‘ink’) which will not be compatible with the polyester substrate regardless of the size.</p>	<p>The requirement is maintained.</p>
8.	<p>Reference is being made to Section III Evaluation and Qualification Criteria Sub-section 3: Wine (SN 3.1)</p> <p>A request is being made to the MRA to kindly note that Thermo chromic Ink is not compatible on a polyester/hologram substrate.</p> <p>Hence, we request the MRA to kindly replace thermo chromic ink with Covert Laser Readable (CLR) image which is equally secure technology.</p>	<p>The specifications as contained in the bidding documents are maintained.</p>

SN	Queries	Responses
9.	<p>Reference is being made to Section III Evaluation and Qualification Criteria Sub-section 4: Beer (SN 2.3 – Type of Material & SN 2.4 – Colour)</p> <p>Our understanding is that the mentioned polymer substrate is plain silver metalized (without any holographic features). Is this correct?</p>	<p>Holographic features are required as per the requirements under Item No. 2.3 & 2.4 for Beer.</p>
10.	<p>Reference is being made to Section III Evaluation and Qualification Criteria Sub-section 4: Beer (SN 2.1 – Size of Individual Excise Stamps)</p> <p>Kindly clarify : The size of the hologram strip (18 mmx 10mm) to be applied on the Excise Stamps (Size 15 x 40 mm) as the hologram strip width and length does not match the width or length of the stamp.</p>	<p>Bidders are kindly informed that the requirement for the Hologram Strip for Beer has been corrected from 18 mm x 10mm to 15 mm x 10 mm.</p>
11.	<p>Reference is being made to Section III Evaluation and Qualification Criteria Sub-section 4: Beer (SN 3.1)</p> <p>Kindly clarify: The orientation of this hologram strip.</p>	<p>Please proceed in accordance with the specifications contained in the bidding documents. Portrait placement for alcohol and landscape for cigarette</p>
12.	<p>Reference is being made to Section V Schedule of Requirements Sub-section 3.2 : Pre-Cut Tobacco Stamps</p> <p>Kindly confirm the Layout, as pre-cut stamps are usually in stack form instead of sheet form.</p>	<p>The Layout has been provided in the Bidding Documents at Section V Item 3.1 – Tobacco Stamps in Sheet.</p>
13.	<p>What is the order quantity/ print run quantity for each supply cycle.</p>	<p>There will be only one order and it will be for the whole quantity.</p>
14.	<p>What is the Turn Around Time (TAT) for delivery of the initial order (first order) & regular orders.</p>	<p>Please refer to the List of Goods and Delivery Schedule – Section V: Schedule of Requirements.</p>
15.	<p>Reference is being made to ITB 36.1 – Margin of Preference</p> <p>Can an international bidder who wishes to print the Excise Stamps fully in his facility outside Mauritius, form a JV with SME/ Local company based in Mauritius to benefit from Margin of Preference?</p>	<p>No. Margin of Preference applies only to Small and Medium Enterprises (SME) registered with the SME Mauritius Ltd and local companies.</p>

SN	Queries	Responses
16.	<p>Reference is being made to ITB 36.1 – Margin of Preference</p> <p>Is it necessary that the SME/ Local companies should manufacture the Excise Stamps mentioned in the RFP to benefit from Margin of Preference? If yes, what percentage of the manufacturing should be done by the SME/ Local companies to benefit from Margin of Preference?</p>	<p>Please refer to Section III: Evaluation and Qualification Criteria Note 5 - Margin of Preference (ITB 36.1)</p>
17.	<p>Reference is being made to Section III Evaluation and Qualification Criteria Sub-section 1: Tobacco (SN 4 – Serial Numbers)</p> <p>Kindly clarify the length of the unique number.</p>	<p>The unique number should be alphanumeric of 10 characters. This will be discussed further on award</p>
18	<p>Reference is being made to Section III Evaluation and Qualification Criteria Sub-section 1: Tobacco (SN 4 – Serial Numbers)</p> <p>Kindly provide the length of algorithm code.</p>	<p>The algorithm code will have to be generated by the Supplier and the formula submitted to the MRA.</p>
19.	<p>Reference is being made to Section III Evaluation and Qualification Criteria Sub-section 1: Tobacco (SN 4 – Serial Numbers)</p> <p>As per understanding, the unique number will use serial numbering. Is this correct?</p>	<p>The unique number shall use serial numbering</p>
20.	<p>Reference is being made to Section III Evaluation and Qualification Criteria Sub-section 1: Tobacco (SN 6.2 – Trace System)</p> <p>Kindly clarify the hierarchy of operations which needs to be captured by the software (required flow of the software).</p>	<p>The hierarchy of operation should be in compliance with the requirements as detailed out in the Bidding Documents.</p>
21.	<p>Reference is being made to Section III Evaluation and Qualification Criteria Sub-section 1: Tobacco (SN 6.2 – Trace System)</p> <p>Does the system needs to track the entire life cycle of the tax stamp or is it only till production (application of the label on the products).</p>	<p>The system need to track the entire life cycle of the tax stamp.</p>
22.	<p>As per understanding, is that the box/ pallet/ carton labels need not be mapped to the labels on the units inside them. We request the MRA to kindly let us know whether this is true or not.</p>	<p>The master box and the inner boxes should indicate the serial numbers therein.</p>

SN	Queries	Responses
23.	<p>Kindly confirm the following:</p> <p>i. Should the printing of Excise Stamps happen in Mauritius?</p> <p>ii. If yes, can partial printing (like variable data printing, numbering etc.) happen in Mauritius & the base printing happen in the printer's location outside Mauritius?</p> <p>iii. If the printing of Excise Stamps (full/ partial) have to be done in Mauritius, will MRA be providing the space & all the required infrastructure for the printing?</p>	<p>The printing of Excise Stamps is not restricted to Mauritius only.</p> <p>MRA will not be providing any space or required infrastructure for the printing.</p>
24.	<p>Kindly clarify if whether transport level transactions must be considered for tracking.</p>	<p>Transport Level transactions shall not be considered for tracking.</p>
25.	<p>Bidders shall have an annual turnover of at least MUR 20 Million for local bidders or USD 5M for international bidders over each of the last three (3) years</p> <p>In case of consortium, kindly confirm whether it is necessary that all the members of the consortium should satisfy this criterion or just one among the consortium members?</p>	<p>There is no clause for consortium in the bidding document. JV is acceptable and criteria for evaluation has been provided.</p>
26.	<p>Reference is being made to Section III Evaluation and Qualification Criteria ITB 12.1 (h) (ii)</p> <p>Our understanding of the clause is that the bidder should have successfully supplied and delivered secure excise stamps or stamps with similar security features, installed and commissioned its accompanying tracing system to</p> <ul style="list-style-type: none"> • at least three (3) sites in any one country or • three (3) sites irrespective of the number of countries. <p>Kindly confirm. Yes/No?</p> <p>If no, kindly clarify.</p>	<p>Yes</p>
27.	<p>Reference is being made to the deadline for the submission of bids is:</p> <p>Date: WEDNESDAY 14 JULY 2021</p> <p>Time: 14.00 hours (local time)</p> <p>Considering the current industrial & business restrictions due to lockdown because of COVID-19 in many countries and the vast scope of the project, we humbly request the MRA to kindly extend the bid submission date by at least 45 days, to ensure a highly</p>	<p>MRA has already taken on board the current industrial & business restrictions due to lockdown because of COVID-19 in many countries. The bidding documents were released on 02 June 2021. The closing date is 14 July 2021. We have given more than ample time to bidders to respond to this tender exercise. Unfortunately, an extension will not be sustainable for the MRA.</p>

SN	Queries	Responses
	competitive bid process by both regional & international bidders.	
28.	<p>Reference is being made to Section II Bidding Data Sheet (BDS)ITB 15.6 (b) (i), (ii)</p> <p>1)Kindly share minimum order quantity per dispatch per location</p> <p>2) Please share the complete delivery address for calculating the DDP price. Please share all delivery location details.</p>	<p>1) Minimum order will be half the quantity specified in the bidding documents.</p> <p>2) Delivery address is Custom House Mer Rouge Port-Louis Mauritius</p>
29.	<p>Reference is being made to Section II Bidding Data Sheet (BDS) ITB 12.1 (h)</p> <p>1) As per our understanding vendor need to set up One track and trace system at one location in Mauritius for all types of excise stamps Kindly confirm whether this is correct or not.</p> <p>2) If vendor needs to setup in multiple location kindly share number of location/numbers of track and trace system required for all types of excise stamp</p> <p>3) Kindly confirm all infrastructure facilities that the MRA will provide for setting up the track and trace system.</p>	<p>1) The system will be located at Custom House Mer Rouge Port-Louis Mauritius. The application will be web based.</p> <p>2) Not applicable</p> <p>3) All equipment will have to be provided. All necessary access and support will be provided by the MRA.</p>
30.	<p>Reference is being made to Section II Bidding Data Sheet (BDS) ITB 12.1 (h)</p> <p>As per above ITB, it is understood that bidders are not allowed to quote separate prices for one or more lots and hence multiple contracts are not allowed.</p> <p>Kindly confirm if Yes or No?</p> <p>If No, kindly clarify.</p>	Yes
31.	Please provide a format of Joint Venture Partner Template.	Please refer to the enclosed Annex A

SN	Queries	Responses
32.	<p>Reference is being made to Section VII Special Conditions of Contract GCC16.1 Method of Payment</p> <p>Kindly advise if payment to overseas supplier will be made in USD or any other foreign currency or in local currency.</p>	<p>Payment will be made in the currency of the bid.</p>
33.	<p>Reference is being made to Section II. Bidding Data Sheet (BDS) - ITB 12.1 (h) (viii)</p> <p>The standard warranty issued by companies nowadays is for one or two years at the maximum. Hence, we request the MRA to kindly consider reducing the warranty period to be quoted as 2 years maximum.</p>	<p>Warranty Period is maintained for four years.</p>
34.	<p>Reference is being made to Bid Securing Declaration (BSD)</p> <p>Is it required to have this document duly endorsed with Bank's seal and authorized signature(s)?</p>	<p>Please note that no bid security is required. The only thing that is fundamental to ensure is that the Bid Submission Form (BSF) is properly filled in and duly signed. A BSF that is not signed will make the proposal non-eligible entailing outright elimination.</p> <p>The BSF contains a paragraph related to the bid securing declaration. By signing the BSF you subscribe to the conditions of the bid securing declaration</p>
35.	<p>Reference is being made to Technical Compliance</p> <p>Kindly confirm if only a YES/No is sufficient for compliance to the technical requirements or do we need to attach supporting documents as well?</p>	<p>Please provide YES if you Comply or NO if you do not Comply</p>
36.	<p>What are the tax rates that need to be accounted for? For example, what is the import duty on stamps? Are there any other taxes that need to be accounted for in the costing — for example, VAT, GST, etc.?</p>	<p>There is no Customs Duty or Import Duty on Excise labels. Only VAT at 15% is applicable.</p>
37.	<p>Reference is made to the ITB 5.1(b)(ii), it states that a JV will nominate a Representative.</p> <p>Does the Representative have to be a formal member of the JV or can the Representative simply be appointed by the JV to coordinate all transactional aspects of the bid?</p>	<p>No. The representative need not be a formal member of the JV. The representative may simply be appointed by the JV to coordinate all transactional aspects of the bid but 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. Please also refer to the Joint Venture Partner Information Form contained in the bidding</p>

SN	Queries	Responses
		document that you will have to fill in properly and submit with your proposal.
38.	If two companies in the JV have a combined income of >\$5 million, as verified through audited filings, but other members of the JV do not have audited filings, can they still be part of the JV? In other words, the minimum financial requirement is met by the whole group, however, one of the companies being an SME is not required to have audited reports. Is this composition of the JV acceptable to the MRA?	Please refer to ITB 12.1 - Eligibility and Qualifications criteria applicable for JV's. Companies, that in accordance with law are not required to be audited, will have to submit their returns as filed with the Registrar of Companies.
39.	Kindly clarify if the rate of VAT needs to be incorporated in the total cost or appear as a separate line item in the budget?	The 15% VAT payable on import should be added to the total cost. As specified in the bidding documents, the incoterm is DDP. The 15% VAT on imports is computed on the value for duty purposes.
40.	Will the VAT then be deducted when payment is made to us (assuming we are winning bidder, of course)?	No deduction will be made. Payment will be equivalent to the all-inclusive sum quoted by bidders or part thereof.
41.	Warranty Period/After Sales Service support is 4 years and the Contract duration is 2 years – Why this is not same? Post contract software is linked to the delivered encoded tax stamps.	The products on which the labels are affixed are likely to stay on the shelves for four years.
42.	Bid Securing Declaration – Requested for Bank's Seal which will be usually bidder's authorized Signatory. Does MRA require Banks seal on top of Bidders signature?	No. Bank seal is not required. By signing the Bid Submission Form (BSF), bidders also subscribe to the terms and conditions of the Bid Securing Declaration. It is fundamental that the BSF is signed by an authorised signatory.
43.	Checklist – Point 4 – General Compliance – What does this general compliance comprise of?	General compliance means that bidders should ensure that they fully comply with the requirements of the bidding documents. The MRA will not be responsible for any acts, omissions or wrong interpretation of the contents of the bidding documents by bidders.

SN	Queries	Responses
44.	Document Comprising bid and Checklist – Which one need to be followed? Documents like POA mentioned in documents comprising bid is missing in the checklist.	Checklist is provided as guidance. MRA cannot provide a checklist for each and every item to be submitted by bidders. Bidders can submit a copy of the POA or copy of the board resolution to support the authority of the signatory of the bid.
45.	Budget of the tender is not mentioned in the document. What is the planned budget of the tender?	This is not provided. Bidders will have to price in accordance with the specifications, terms and conditions of the bidding documents.
46.	Submission Mode: Can it be online submission considering the current COVID situation and subsequent lockdowns?	No. MRA has already taken into consideration the current situation worldwide and has accordingly given more than ample time to bidders to respond to this tender exercise. MRA will also, as from date, not entertain any further request for clarification. Please refer to ITB clause 8.1 of the Bid Data Sheet.

The closing date and time for submission of bids is maintained for **Wednesday 14 July 2021 not later than 1400 hours (Local Time)**.

ANNEX A
Joint Venture Information Form

JV's Party Legal Name	JV's Party Country of Registration	JV's Party Year of Registration	JV's Party Legal Address in Country of Registration	JV's Party Authorized Representative Name	JV's Party Authorized Representative Address	JV's party Authorized Representative Telephone/Fax	JV's Party Authorized Representative Email Address	Attach Supporting Documents in accordance to the constitution of the bidding entry

Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). **Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.**

GCC 1.1 (h)	The Purchaser is: Mauritius Revenue Authority
GCC 1.1 (m)	The Project Site(s)/Final Destination(s) is: <u>For Delivery:</u> Custom House Mer Rouge Port-Louis Mauritius
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms 2010
GCC 8.1	For <u>notices</u> , the Purchaser's address shall be: The Assistant Director, Procurement Finance & Administration Department Mauritius Revenue Authority Level 8, Ehram Court Cnr. Mgr Gonin & Sir Virgil Naz Streets Port-Louis Country: Mauritius Telephone: (+230) 207 6000 Facsimile number: (+230) 207 6022 Electronic mail address: ootam.hurnam@mra.mu /fin@mra.mu/procurement@mra.mu.
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: <i>(a) Contract with foreign Supplier:</i> GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

	<p style="text-align: center;"><i>(b) Contracts with Supplier national of Mauritius:</i></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of Mauritius, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Mauritius.</p>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by Suppliers are:</p> <p><i>(a) For Goods supplied from overseas on CIF/CIP terms the (Purchaser as consignee):</i></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> <ul style="list-style-type: none"> (i) originals of the Supplier's invoice, showing Purchaser as The Director General, Mauritius Revenue Authority; 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 on-board through bill of lading showing Purchaser as The Director General, Mauritius Revenue Authority 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) packing list identifying contents of each package; (iv) copy of the Insurance Certificate, showing the Purchaser as the beneficiary if items are not CIF; (v) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied; if applicable (vi) one original of the Supplier's Certificate of Origin covering all items supplied;

	<p>(vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);</p> <p>(viii) any other procurement-specific documents required for delivery/payment purposes.</p> <p>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.</p> <p><i>(b) For Goods from local suppliers (already imported on the basis of delivery to warehouse-DDP):</i></p> <p>Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:</p> <ul style="list-style-type: none">(i) one original 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. <p>(c) For goods from local manufacturers:</p> <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;
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	<p>(iii) original copy of the Certificate of Inspection furnished to manufacture by the nominated inspection agency and two copies (where inspection is required), and</p> <p>(iv) other procurement-specific documents required for delivery/payment purposes.</p>
GCC 15.2	The prices charged for the Goods supplied and the related Services performed SHALL NOT be adjustable.
GCC 16.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>(a) Payment for Goods supplied from overseas supplier on DDP basis (the purchaser as consignee):</p> <p>Payment of foreign currency portion shall be made in <i>the currency so specified</i> in the following manner:</p> <p>(i) On each order after delivery: Ninety (90) percent of the Contract Price of the Goods supplied.</p> <p>(ii) 10% of contract value twelve (12) months after delivery of each order. This amount may be released against a Bank Guarantee of equivalent value valid for thirteen (13) months after each delivery.</p> <p>Payment of local currency portion shall be made in Mauritian Rupees within twenty-one (21) working 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) supported by the Acceptance Certificate issued by the Purchaser.</p> <p>(b) Payment for Goods and Services supplied from local suppliers (goods already imported) on the basis of DDP:</p> <p>Payment for Goods and Services supplied from local suppliers shall be made in Mauritian Rupees, as follows:</p> <p>(i) On Acceptance: The Contract Price of Goods received shall be paid within twenty-one (21) working days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.</p> <p>(c) Payment for goods from local Manufacturer:</p> <p>Payment for Goods and Services supplied from local manufacturers shall be made in Mauritian Rupees as follows:</p>

	<p>On Acceptance: The Contract Price of Goods received shall be paid within twenty-one (21) working days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser. In case the Supplier is an SME, payment will be effected within 14 working days.</p>
GCC 16.4 (b)	Local Suppliers shall be paid in Mauritian Rupees only.
GCC 16.5	Interest shall be payable immediately after the due date for payment. The interest rate shall be the legal rate.
GCC 18.1	A Performance Security <i>shall be required</i> <i>The amount of the Performance Security shall be: 10% of contract Value</i>
GCC 18.3	The Performance Security shall be denominated in the currency of payment of the Contract, in accordance with their portions of the Contract Price"
GCC 18.4	Discharge of the Performance Security shall take place by the Client and returned to the Supplier not later than 30 days following end of the forty eighth months from date of order of the first consignment.
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: Secure Excise Stamps for the Mauritius Revenue Authority
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
GCC 26.2	The Inspections and tests shall be conducted at the factory of the successful bidder.
GCC 27.1	The liquidated damages shall be: 0.5 % of the contract price of the order per week
GCC 27.1	The maximum amount of liquidated damages shall be: 5 % . Once this maximum is reached, MRA may consider termination.
GCC 28.3	The period of validity of the Warranty shall be: as specified in the technical requirements For purposes of the Warranty, the place(s) of final destination(s) shall be: Excise Section, Custom House, Mer Rouge - Port-Louis Mauritius
GCC 28.5	The period for repair or replacement shall be: 5 days