



# Independent Review Panel

**Decision No. 11/26**

**In the matter of:**

**Mauri Sure Consumables Ltd**

**(Applicant)**

**v/s**

**Ministry of Health and Wellness**

**(Respondent)**

**(Cause No. 21/26/IRP)**



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**A. History of the case**

On 26 January 2026, the Ministry of Health and Wellness, (Respondent) invited bids through Open National Bidding procedure on the e-procurement system for the “Procurement of Clinical Products and Theatre Clothing (Annual Requirement 2025-2026) bearing Procurement Reference No. MHPQ/MDIS/2025-2026/Q15 eproc ref: HEALTH/IFB/2025/2498. Twelve different items were to be supplied.

Three Addenda were issued on 20 February, 03 March and 16 March 2026 regarding clarifications from potential bidders and extension of closing date.

The closing date for the submission of bids, initially for 03 March 2026, was extended to 24 March 2026. Bids were opened on 25 March 2026.

Thirty (30) bidders submitted bids. The Applicant (Mauri Sure Consumables Ltd) was one of them.

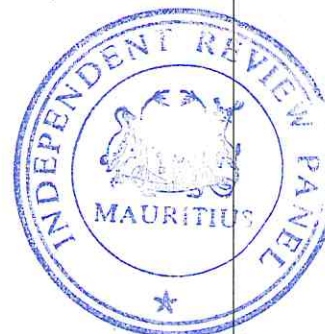
**B. Evaluation**

A Bid Evaluation Committee (BEC) was set up to evaluate the bids received and to identify the lowest evaluated substantially responsive bid.

**C. Notification of Award**

On 07 May 2026, the Respondent, in response to the Invitation for Bids, informed the Applicant, that an evaluation of the bids received, had been carried out and the particulars of the successful bidder for items number 10, 11 and 12 are as hereunder: -

| Item No | Description                                                                                                                                                                                                                                                                                                                                                                                              | Bidder & Address                                             | Quantity (units) | Amount (Rs)   |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|------------------|---------------|
| 10      | Disposable, Sterile, Reinforced Surgical Gown, single use, weight at least 40GSM, length mid-calf, non-woven material, long sleeved, size Medium, individually packed. Critical zones shall be more fluid resistant than non-critical zones. To comply with standards: AAMI PB70 and ASTM F2407 or EN 13795 and EN 556 (if sterile). Sterilized by Ethylene oxide. To supply in carton of 24-36 packets. | Vision Medical Co. Ltd<br>Royal Road<br>Saint Julien Village | 98,900           | 5,934,000.00  |
| 11      | Disposable, Sterile, Reinforced Surgical Gown, single use, weight at least 40GSM, length mid-calf, non-woven material, long sleeved, size Large, individually packed. Critical zones shall be more fluid resistant than non-critical zones. To comply with standards: AAMI PB70 and ASTM F2407 or EN 13795 and EN 556 (if sterile). Sterilized by Ethylene oxide. To supply in carton of 24-36 packets.  |                                                              | 224,250          | 13,455,000.00 |



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|                                           |                                                                                                                                                                                                                                                                                                                                                                                                               |         |                      |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------------------|
| 12                                        | Disposable, Sterile, Reinforced Surgical Gown, single use, weight at least 40GSM, length mid-calf, non-woven material, long sleeved, size Extra Large, individually packed. Critical zones shall be more fluid resistant than non-critical zones. To comply with standards: AAMI PB70 and ASTM F2407 or EN 13795 and EN 556 (if sterile). Sterilized by Ethylene oxide. To supply in carton of 24-36 packets. | 105,800 | 6,348,000.00         |
| <b>Total Contract Price excluding VAT</b> |                                                                                                                                                                                                                                                                                                                                                                                                               |         | <b>25,737,000.00</b> |



#### D. Challenge

On 13 May 2026, the Applicant challenged the procurement proceedings on the following ground:

##### Bidder's grounds for challenge:

The bid of Mauri Sure Consumables Ltd for item 10, 11 and 12 are far more competitive in terms of pricing and also meet tender requirements. Our proposed items have been successfully in use by all hospital \* in Mauritius and hence have genuine expectation for award. We hereby request the Ministry for re-evaluation and consideration.

\*Award Reference: - MHPDO/MDIS/2022-2023/D079

#### E. Reply to Challenge:

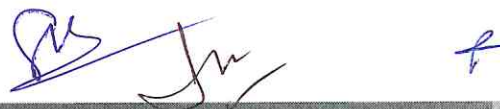
On 19 May 2026, the Respondent, in reply to the challenge of the Applicant, stated that:

- (i) The Item description, name of manufacturer, country of origin, production / manufacturing date and expiry date **have not been printed / embossed** on the primary packaging material by the manufacturer for Item No. 10 and 11; and
- (ii) For Item No. 12, your organisation has submitted the sample of another bidder, Vision Medical Co. Ltd, the name of which is embossed on the primary packaging and clearly labelled "sold to MOH & W- Not for Resale".

#### F. Applicant's Grounds for Review:

On 25 May 2026, the Applicant seized the Independent Review Panel for review on the following grounds:

1. The Applicant contends that its bid for Item Nos. 10, 11 and 12 was fully compliant with the requirements set out in the bidding documents and that the decision the Ministry of Health and Wellness to reject the bid was erroneous unreasonable, and contrary to the express provisions of the tender documents.



2. The Applicant avers that the integrity and impartiality of the procurement exercise were compromised by reason of a telephone communication made by an officer attached to the Secretariat Tendering Units of the Ministry of Health and Wellness requesting the Applicant to withdraw its challenge.

### **G. The Hearing**

The Hearing was held on 12 June 2026 and 16 June 2026. The Applicant was represented by Mr P Mukan, Barrister at law whilst Mr V Ellayah Principal State Counsel, instructed by Ms P Babboo, Senior State Attorney represented the Respondent.

Mr S Seewosurrun, Director and Mrs D Seewosurrun, Manager were witnesses for the Applicant whilst Mr K Puddo, Deputy Permanent Secretary and Mr V K Pherai, Charge Nurse and Member of BEC deponed as witnesses for the Respondent.

### **H. Findings**

This Application for Review was lodged by the Applicant in view of the rejection of its bid for Items Nos 10,11 and 12 by the Public Body. The Applicant contends that its bid for those items were fully compliant with the requirements set out in the bidding documents and that the decision of the Public Body to reject the bid was erroneous, unreasonable and contrary to the express provision of the tender documents.

In its defence the Respondent has stated that the Applicant's bid for Item Nos 10,11 and 12 was rejected for non compliance with the requirement of the bidding document in regards to the submission of samples. The Respondent stated that:

As regards the sample submitted by the Applicant, the item description, name of manufacturer, country of origin, production/manufacturing date and expiry date have not been printed/embossed on the primary packaging material by the manufacturer for items 10 and 11; and

As regards item 12, the Applicant submitted the sample labelled "Mauri sure Consumables Ltd" bearing the logo by another bidder, namely Vision Medical Ltd, the name of which is embossed on the primary packaging, and which carried the inside marking "SOLD TO MOH & W - NOT FOR RESALE", confirming that the said sample was the product of Vision Medical Co. Ltd, another bidder.

The Respondent further avers that pursuant to GCC 23.2 of the Special Conditions of Contract, the item description, name of manufacturer, origin, production/manufacturing date and expiry date are expressly required to be printed/embossed on the primary packaging material by the manufacturer itself. The samples submitted by the Applicant for Items 10 and 11 failed to comply with this requirement independently of, and in addition to, the failure under ITB 24.1. As regards Item 12, the sample submitted bore the embossed name of Vision Medical Co. Ltd on the primary packaging, in direct contravention of both ITB 24.1(vii) of the Instructions to Bidders and GCC 23.2.

On 12 June 2026 at the hearing Mr P Mukan called Mr S Seewosurrun, Director of the Applicant Company and the latter explained that the Ministry informed him that the Applicant's bid was not retained because: -

1. The item description, name of manufacturer, Country of origin, production, manufacturing date and expiry date have not been printed/embossed on primary packaging material by the manufacturer for item number 10 and 11.
2. For item number 12, your organisation has submitted the sample of another bidder, Vision Medical Company Limited, the name of which is embossed on the primary packaging and clearly labelled, sold to MOH & W, not for resale.

The witness deposed that the he did not agree with what the Ministry had stated. He further stated that the Applicant complied with ITB 24.1 (Instructions to bidders). He explained that according to ITB 24.1 there was no requirement that the information had to **be printed or embossed on the primary packaging material.**

On the issue of item 12, the witness explained that whenever there is a tender, the company, according to the requirements, requests for a sample from the manufacturer and therefore the sample was sent by the manufacturer and the applicant sent a sample it had in hand. He, moreover had, enclosed the manufacturers Authorisation for submission of that sample.

In cross examination, Mr S Seewoosurrin admitted that, the required information was within the sample package but was not printed or embossed on the primary packaging. To a question on the sample for Item 12 that bore the name of another bidder, the witness replied that he cannot say so as the sample is not before him.

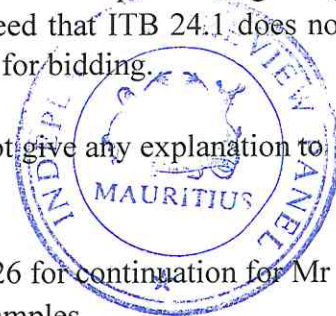
Mr Puddoo, witness for the Respondent deposed and explained that bidders had to submit a non-returnable sample for each item, sealed and marked so there is the supplier's name and address, the quotation number and the closing date. He further explained that according to paragraph 23.2 of the General Conditions of Contract, item description, name of manufacturer, origin, production/manufacturing date and expiry date should be printed or embossed on the primary packaging material by the manufacturer itself. For item 12, the sample inside was from Vision Medical company Limited and was handwritten. To a question regarding the issue of information that should be printed or embossed, the witnesses agreed that ITB 24.1 does not mention this but he explained that a bidder should read the full set of documents for bidding.

When the witness was cross examined on the sample, he answered that he cannot give any explanation to any question put to him as the sample is not before him.

The Panel and with consent of both parties postponed the hearing to 16 June 2026 for continuation for Mr Pherai, the second witness of the Respondent to be present and to produce the samples.

Mr Pherai, was present on 16 June 2026 and produced the samples of the Applicant for item 10, 11 and 12. The samples of the successful Bidder for the same items were subsequently submitted to the Panel. Mr Pherai explained that a bidder should read the whole bidding document, the bid data sheet, the ITBs and the GCCs as they all form the integral part of a contract. The witness mentioned General Clause 28. Mr Pherai, explained that in addition to submission of the information required for the sample which is spelt out of ITB 24.1.

The bidding document imposes a further requirement that the information should be either printed or embossed on the primary packaging by the manufacturer itself. Upon examination the BEC had found that,



as regards samples from the Applicant for Items 10 and 11, the labelling of the packaging was not on the primary packaging. It was neither printed or embossed on the primary packaging.

The Public Body also produced as evidence an extract from the Technical Responsiveness Checklist on the E- Procurement System (10.5 of Page 23) where there is mention the information has to be printed or embossed on the primary packaging and where the Applicant has written complied. The Public Body confirms that the Applicant was aware of this requirement and therefore it needed to comply with it at submission of samples.

The Panel has to determine on two issues: -

1. Whether the Bidding Exercise has been compromised as alleged by the Applicant.
2. Whether the Samples for Item 10,11 and 12 have been evaluated in line with the requirements in the Bidding Documents

In its second Ground for Review the Applicant has averred that the integrity and impartiality of the procurement exercise were compromised by reason of a telephone communication made by an Officer attached to the Secretariat of the Public Body's Tendering Unit requesting the Applicant to withdraw its challenge.

Mrs D. Seewoosurrun deposed as witness of the Applicant in regards to the above contention. She produced a screenshot of a telephone call from the Ministry received after normal working hours, in support of the averment. The Respondent has denied that there has been a request for any withdrawal of the challenge. Moreover, under cross examination the witness was unable to produce any proof of the tenor of the telephone conversation.

The Respondent has pointed out that a screenshot of a mobile phone showing a telephone number establishes no more than that a call took place, and says nothing as to the caller's identity capacity or authority or content of the conversation.

In view of the above and in the absence of substantiated evidence in support of the Applicant's allegation, the Panel does not intervene in this specific matter. Moreover, since the bid evaluation report had been submitted to the Public Body long before the alleged call, the Panel does not find in what manner the bidding exercise has been compromised.

The panel has examined the Bidding Documents which contained Part 1-Bidding Procedures; Part 2 Supply requirements and Part 3 Contract.

Under part 1-Procedures, ITB 24 deals with submissions and opening of Bids and are as follows:

24.1 (a) Bidders shall submit their bids online, including options or alternative bids, if so allowed. **No bid submitted manually shall be accepted, except for and if so specified in the BDS the Bid Security, samples or any other items such as product catalogues, drawings which are not available in soft copies or may not be scanned for submission online.**



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(b) Where Bid Security and/or bulky documents referred to in the preceding paragraph have to be submitted manually they shall be forwarded to the Office of the Public/body/CPB before the designated time and date scheduled for Bid Submission (Bid preparation and hash submission), **as specified in the BDS.**

(c) Bidders shall follow the Guideline provided for online submissions.

24.2. Any envelope or parcel containing the Bid Security/samples/catalogues/documents, where applicable, shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 25.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**, and
- (d) bear a warning not to open before the time and date for bid opening, in accordance in ITB 1.1 Sub-Clause 28.1.



24.3 If the envelope or parcel containing the Bid Security/samples/catalogues/documents is not sealed and marked as required, the Purchaser/CPB will assume no responsibility for the misplacement or premature opening of the envelope and/or parcel.

The Panel notes that in ITB 24 it is mentioned that the envelope or parcel containing the Bid Security/samples/catalogues/documents, where applicable, shall Bear the name and address of the Bidder, be addressed to the Purchaser in accordance with ITB Sub-Clause 25.1; and bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS.**

Nowhere it is mentioned that the name of manufacturer, country of origin, production/manufacturing date and expiry date should be printed/embossed on the primary packaging material by the manufacturer.

But ITB 24 also mentions any additional identification marks as specified in the BDS.

We have found under the BDS (Bid Data Sheet) 8.5 it is mentioned that Item description, name of manufacturer, country of origin, production/manufacturing date and expiry date should be printed/embossed on the packaging material by the manufacturer. Production/manufacturing date and expiry should be clearly visible and legible on packaging and not on seals and not on seals upon delivery of each consignment. (the underlining is ours)

From the above we read that all the details as required regarding the item is at the time of delivery.

The Panel was also referred to Section VII 23.2 which reads as follows:

*The packing, marking and documentation within and outside the packages shall be as follows:*

**The markings inside shall be:  
SOLD TO MOH & W-NOT FOR SALE**

**The markings outside shall be:  
The Acting Senior Chief Executive  
Attention: Manager, Procurement and Supply  
Central Supplies Division  
Ministry of Health and Wellness  
Plaine Lauzun  
Port Louis**



**Item Description, Name of Manufacturer, Origin, Production/manufacturing date and expiry date should be printed/embossed on the Primary packaging material by the manufacturer itself.**

The Public Body had also referred to page 23 – 10.5 of the Technical Responsiveness checklist – Goods, This reads as follows:-

**10.5 Item description, name of Manufacturer, country of origin, production/manufacturing date and expiry date should be printed/embossed on the primary packaging material by the manufacturer. Production/Manufacturing date and expiry date should be clearly visible and eligible on packaging and not on seals upon delivery of each consignment.**

We are of the view that this part cannot be applied at the time of Bidding. Section VII is applicable at the time a contract is being formed between the Successful Bidder and the Public Body. (*The underlining is ours*)

As regards the sample of Applicant for Item 12, which in addition to the information required under clause ITB 24.1 also bore the name of Vision Medical Co Ltd, on the Primary Packaging material, the Panel is of opinion this is improper for bidding purposes. The sample although within the non-expiry period was also not recent. The BEC was right in having rejected it.

The Panel while perusing the Bid Evaluation Report has come across the following:

There was for the purpose of this Bid Exercise 30 bidders of whom 23 submitted bids for items 10,11,12 and all of them complied with the first stage of the examination of completeness of bids that is documents required as per Bidding Document. However, only one bidder, the successful was found compliant as regards submission of samples mainly because of application by the BEC of their criteria of GCC 23.2

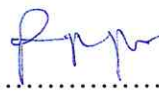
In conclusion the Panel is of the view that the Bidding documents clearly distinguish between bidding requirements and contractual obligations. Had the Public Body intended clause GCC 23.2 or item 10.5 of the Technical Responsiveness Checklist to constitute mandatory criteria for sample evaluation, it was incumbent upon it to incorporate such requirements specifically within ITB 24.1. The BEC applied some evaluation criteria which are not applicable at bid submission stage.

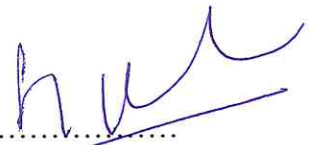
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**I. Conclusion**

In view of the above the Panel concludes that there is merit in this Application for review and orders a re-evaluation of the bids for items 10,11 and 12.

  
.....  
H. Gunesh  
(Vice-Chairperson)

  
.....  
R. Mungra  
(Member)

  
.....  
S. Ragoobar  
(Member)

**Dated: 23 June 2026**



