



**IRRIGATION AUTHORITY**

**OPEN NATIONAL BIDDING**

**BIDDING DOCUMENTS**

**For**

**SUPPLY OF DOUBLE CAB 4WD PICK-UP VANS**

**Procurement Reference No: VAN/OMD/53/23**

**Public Body: Irrigation Authority**  
**5<sup>th</sup> Floor, Fon Sin Building**  
**12, Edith Cavell Street**  
**Port Louis**

**October 2023**

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## **Summary**

### **PART 1 – BIDDING PROCEDURES**

#### **Section I. Instructions to Bidders (ITB)**

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. Section I contains provisions that are to be used without modification.

#### **Section II. Bidding Data Sheet (BDS)**

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

#### **Section III. Evaluation and Qualification Criteria**

This Section specifies the criteria to be used to determine the lowest evaluated bid, and the Bidder's qualification requirements to perform the contract.

#### **Section IV. Bidding Forms**

This Section includes the forms for the Bid Submission, Price Schedules, Bid Security, and the Manufacturer's Authorization to be submitted with the bid.

### **PART 2 – SUPPLY REQUIREMENTS**

#### **Section V. Schedule of Requirements**

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

### **PART 3 – CONTRACT**

#### **Section VI. General Conditions of Contract (GCC)**

This Section includes the general clauses to be applied in all contracts. The text of the clauses in this Section shall not be modified.

**Section VII. Special Conditions of Contract (SCC)**

This Section includes clauses specific to each contract that modify or supplement Section VII, General Conditions of Contract.

**Section VIII: Contract Forms**

This Section includes the form for the Agreement which, once completed, incorporates corrections or modifications to the accepted bid that are permitted under the Instructions to Bidders, the General Conditions of Contract, and the Special Conditions of Contract.

When required, the forms for Performance Security and Advance Payment Security, shall be completed by the successful Bidder only after contract award.

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## **PART 1 – Bidding Procedures**

# Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### A. General

- 1. Scope of Bid**

  - 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement through Open Advertised Bidding (open for local and overseas suppliers) are **specified in the BDS**. The name, identification, and number of lots are **provided in the BDS**.
  - 1.2 Throughout these Bidding Documents:

    - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax,) with proof of receipt;
    - (b) if the context so requires, “singular” means “plural” and vice versa; and
    - (c) “day” means calendar day.
- 2. Source of Funds**

  - 2.1 Unless otherwise stated in the **BDS**, this procurement shall be financed by the Public Body’s own budgetary allocation.
- 3. Public Entities Related to Bidding Documents and to Challenge and Appeal**

  - 3.1 The public entities related to these bidding documents are the Public Body, acting as procurement entity (Purchaser), the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Independent Review Panel, set up under the Public Procurement Act 2006 (hereinafter referred to as the Act.)
  - 3.2 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.
  - 3.3 Challenges and Applications for Review shall be forwarded to the addresses indicated **in the BDS**;



#### 4. Fraud and Corruption

4.1 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. <sup>1</sup> In pursuance of this policy, the Government of the Republic of Mauritius:

(a) 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 party<sup>2</sup>;

(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;<sup>3</sup>

(iii) “collusive practice” is an arrangement between two or more parties<sup>4</sup> 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<sup>5</sup> 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

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<sup>1</sup> 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.

<sup>2</sup> “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.

<sup>3</sup> “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.

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

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

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 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<sup>b</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.
- 4.2 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.
- 4.3 Furthermore, bidders shall be aware of the provision in Clauses 3.1 and 35.1 (a) of the General Conditions of Contract.
- 4.4 Bidders, suppliers and public officials shall also be aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO) : [ppo.govmu.org](http://ppo.govmu.org)
- 4.5 The Purchaser commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a

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<sup>b</sup> 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.

contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Purchaser obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such bid shall be rejected.

## **5. Eligible Bidders**

- 5.1 (a) Subject to ITB 5.4, A Bidder, and all parties constituting the Bidder, may have the nationality of any country. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and 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 or suppliers for any part of the Contract including Related Services.
- (b) A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 5.5) 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:
- (i) all parties to the JV shall be jointly and severally liable; and
  - (ii) 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.
- 5.2 A Bidder shall not have conflict of interest. All bidders found to have conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
- (a) have controlling shareholders 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 influence the decisions of the Purchaser regarding this bidding process; or

- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
  - (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
- 5.3 (a) A Bidder 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.

(b) Bids from suppliers appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

Links for checking the ineligibility lists are available on the PPO's website: *ppo.govmu.org*

- 5.4 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.
- 5.5 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.
- 5.6 Bidders shall provide such evidence of their continued

eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

- 6. Eligible Goods and Related Services**
- 6.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country subject to ITB 5.3 and 5.4.
- 6.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, industrial plants and “related services” which include services such as insurance, installation, training, and initial maintenance.
- 6.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## **B. Contents of Bidding Documents**

- 7. Sections of Bidding Documents**
- 7.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 9.

### **PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

### **PART 2 Supply Requirements**

- Section V. Schedule of Requirements

### **PART 3 Contract**

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms

- 7.2 The Invitation for Bids issued by the Purchaser is not part of the

Bidding Documents.

- 7.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.
- 7.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 8. Clarification of Bidding Documents** 8.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received 14 days prior to the deadline set for submission of bids. The Purchaser shall respond to such request at latest 7 days prior to the deadline for submission of bids and forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 25.2.
- 9. Amendment of Bidding Documents** 9.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 9.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.
- 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 25.2

### C. Preparation of Bids

- 10. Cost of Bidding** 10.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 11. Language of Bid** 11.1 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 that are part of the Bid may be in another language provided they

are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11.2 Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.

**12. Documents  
Comprising the  
Bid**

12.1 The Bid shall comprise the following:

- (a) the Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and 16;
- (b) the Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 22, if required;
- (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 23.2; **as specified in the BDS.**
- (d) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's eligibility to bid;
- (e) documentary evidence in accordance with ITB Clause 18, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB Clauses 19 and 31, that the Goods and Related Services conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITB Clause 20 establishing the Bidder's qualifications to perform the contract if its bid is accepted, and
- (h) any other document **required in the BDS.**

**13. Bid  
Submission  
Form and  
Price  
Schedules**

13.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alteration to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

**14. Alternative  
Bids**

14.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

**15. Bid Prices and**

15.1 The prices and discounts quoted by the Bidder in the Bid

**Discounts**

Submission Form and in the Price Schedules, shall conform to the requirements specified below.

- 15.2 All lots and items must be listed and priced separately in the Price Schedules.
- 15.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discount offered.
- 15.4 The Bidder shall quote any unconditional discount and indicate the method for their application in the Bid Submission Form.
- 15.5 The terms EXW, CIP, CIF and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS**.
- 15.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation 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 the carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
  - (a) For Goods offered from within Mauritius :
    - (i) the price of the goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory, or on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf;
    - (ii) VAT payable on the Goods if the Contract is awarded to the Bidder; and
    - (iii) the total price for the item.
  - (b) For Goods offered from outside Mauritius :
    - (i) the price of the goods quoted CIF (named port of destination), or CIP (named place of destination), in Mauritius, as specified in the **BDS**;
    - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **BDS**;
    - (iii) the total price for the item.
  - (c) For Related Services whenever such Related Services are



specified in the Schedule of Requirements:

- (i) the local currency cost component of each item comprising the Related Services; and
- (ii) the foreign currency cost component of each item comprising the Related Services,

inclusive of custom duties and VAT, payable on the Related Services, if the Contract is awarded to the Bidder.

15.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account in respect of changes in production cost, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation in this respect shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 31. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

15.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 15.4 provided the bids for all lots are submitted and opened at the same time.

## **16. Currencies of Bid**

16.1 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**.

16.2 The Bidder may express the bid price in the currency of any eligible country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to Mauritian Rupees.

16.3 Local Bidders shall quote only in Mauritian Rupees **as specified in the BDS**.

## **17. Documents Establishing the Eligibility of the Bidder**

17.1 To establish their eligibility in accordance with ITB Clause 5, Bidders shall complete the Bid Submission Form, included in Section IV: Bidding Forms.

- 18. Documents Establishing the Eligibility of the Goods and Related Services**
- 18.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 6, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 19. Documents Establishing the Conformity of the Goods and Related Services**
- 19.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 19.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 19.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 19.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.
- 20. Documents Establishing the Qualifications of the Bidder**
- 20.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction that:
- (a) if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods

to supply these Goods in Mauritius;

- (b) if **required in the BDS**, in case of a Bidder not doing business within Mauritius, the Bidder is or will be (if awarded the contract) represented by an Agent in Mauritius equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

## **21. Period of Validity of Bids**

- 21.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 22, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 21.3.
- 21.3 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 initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

## **22. Bid Security**

- 22.1 The Bidder shall either furnish as part of its bid, a Bid Security or subscribe to a Bid Securing Declaration in the Bid Submission Form **as specified in the BDS**.
- 22.2 The Bid Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.
- 22.3 The Bid Security shall be in the amount **specified in the BDS** and denominated in Mauritian Rupees or a freely convertible currency, and shall:
  - (a) be in the form of a bank guarantee from a reputable

overseas bank, or

- (b) be issued by a commercial bank or insurance company operating in Mauritius.
- (c) be substantially in accordance with the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 22.6 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 21.2;

22.4 Any bid not accompanied by an enforceable and substantially compliant Bid Security or not containing a subscription to a Bid Securing Declaration in the Bid Submission Form, if required, in accordance with ITB 22.1, shall be rejected by the Purchaser as nonresponsive.

22.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 45.

22.6 The Bid Security shall be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 21.2; or
- (b) if a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or
- (c) if the successful Bidder fails to: sign the Contract in accordance with ITB 44; or furnish a performance security in accordance with ITB 45;

22.7 The Bid Security or Bid- Securing Declaration of a Joint Venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in

## Section IV “Bidding Forms,” Bidder Information Form Item 7.

22.8 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 21.2;
- (b) if a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or
- (c) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44.

the bidder may be disqualified by the Government of Mauritius to be awarded a contract by any Public Body for a period of time.

**23. Format and  
Signing of Bid**

- 23.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 12 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 23.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 23.3 Any interlineation, erasure, or overwriting shall be valid only if it is signed or initialed by the person signing the Bid.

**D. Submission and Opening of Bids**

**24. Submission,  
Sealing and  
Marking of  
Bids**

- 24.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.
- (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 14, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 24.2 and 24.3.
  - (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

- 24.2 The inner and outer envelopes 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 with ITB Sub-Clause 28.1.
- 24.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 25. Deadline for Submission of Bids**
- 25.1 Bids must be received by the Purchaser at the address and not later than the date and time **specified in the BDS**.
- 25.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 26. Late Bids**
- 26.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 25. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 27. Withdrawal, Substitution, and Modification of Bids**
- 27.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 24, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 23.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 23 and 24 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
  - (b) received by the Purchaser prior to the deadline prescribed

for submission of bids, in accordance with ITB Clause 25.

27.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 27.1 shall be returned unopened to the Bidders.

27.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

## 28. Bid Opening

28.1 The Purchaser shall conduct the bid opening in the presence of the Bidders' representatives who choose to attend at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 24.1 shall be as **specified in the BDS**.

28.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

28.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security or the subscription with respect to the Bid Securing Declaration in the Bid Submission Form, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 26.1.

28.4 The Purchaser shall prepare a record of the Bid opening that

shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and the effect of the record. A copy of the record shall be distributed, upon request, to all Bidders who submitted bids in time; and posted on line when electronic bidding is permitted.

### **E. Evaluation and Comparison of Bids**

- 29. Confidentiality**
- 29.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 29.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 29.3 Notwithstanding ITB Sub-Clause 29.2, 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 the bidding process, it should do so in writing.
- 30. Clarification of Bids**
- 30.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 32.
- 31. Responsiveness of Bids**
- 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 31.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:



- (a) affects in a substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (b) limits in a substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 31.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 32. Nonconformities, Errors, and Omissions**
- 32.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 32.2 Provided that a bid is substantially responsive, the Purchaser may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, or to rectify nonmaterial nonconformities or omissions in the bid relating to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 32.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 33. Preliminary Examination of**
- 33.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause

- Bids** 12 have been provided, and to determine the completeness of each document submitted.
- 33.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 13.1;
  - (b) Price Schedules, in accordance with ITB Sub-Clause 13.2;
  - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 22, if applicable.
- 34. Examination of Terms and Conditions; Technical Evaluation**
- 34.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 34.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 19, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 34.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 31, it shall reject the Bid.
- 35. Conversion to Single Currency**
- 35.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by **Central Bank of Mauritius** and on the date **specified in the BDS**.
- 36. Margin of Preference**
- 36.1 Margin of preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.
- 37. Evaluation of Bids**
- 37.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 37.2 To evaluate a Bid, the Purchaser shall use only the factors, methodologies and criteria defined in ITB Clause 37. No other criteria or methodology shall be permitted.
- 37.3 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation to be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 15;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 32.3;
  - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 15.4;
  - (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
  - (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 36 if applicable.
- 37.4 (a) The Purchaser's evaluation of a bid will take into account:
- (i) in the case of Goods offered from within Mauritius, all taxes but excluding VAT payable on the Goods if the Contract is awarded to the Bidder;
  - (ii) in the case of Goods offered from outside Mauritius, customs duties applicable in and payable on the Goods if the Contract is awarded to the Bidder; and
  - (iii) transport and other costs for the goods to reach its final destination.
- (b) The Purchaser's evaluation of a bid will **not** take into account any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.
- 37.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 15. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 37.3 (d).
- 37.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

- 38. Comparison of Bids** 38.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 37.
- 39. Post-qualification of the Bidder** 39.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 20.
- 39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 39.4 Notwithstanding anything stated above, the Purchaser reserves the right to assess the Bidder's capabilities and capacity to execute the Contract satisfactorily before deciding on award.
- 40. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 40.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

## F. Award of Contract

- 41. Award Criteria** 41.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 42. Purchaser's Right to Vary Quantities at Time of Award** 42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 43. Notification of** 43.1 Prior to the expiration of the period of bid validity, the Purchaser

**Award**

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](http://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

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

**44. Signing of Contract**

44.1 Promptly after issue of letter of acceptance, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.

44.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

44.3 Notwithstanding ITB 44.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Mauritius, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**45. Performance Security**

45.1 Within twenty-eight (28) days of the receipt of letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form

included in Section VIII Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 22.4.

45.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall lead to the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

**46. Debriefing**

46.1 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.

## Section II. Bidding Data Sheet (BDS)

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 herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: <i>Irrigation Authority</i>
ITB 1.1	<p>The name and identification number of the Procurement are:  <i>Supply Of Double Cab 4WD Pick-Up Vans - Procurement Reference No: VAN/OMD/53/23</i></p> <p>The Invitation for Bids has been issued through an <i>Open National Bidding</i> procedure.</p>
ITB 1.1	The name of the Project is: <i>Supply Of Double Cab 4WD Pick-Up Vans - Procurement Reference No: VAN/OMD/53/23</i>
ITB 2.1	The Funding Agency is: The Irrigation Authority who will contract a Lease Agreement with the <i>Industrial Finance Corporation of Mauritius (IFCM)</i> .

<b>ITB 3.3</b>	<p>(a) The address to file challenge in respect of this procurement is:</p> <p><b>The General Manager (Attn: G. SEETAH)</b>  <b>Irrigation Authority</b>  <b>5th Fon Sing Building</b>  <b>12 Edith Cavell Street</b>  <b>Port Louis</b>  <b>Tel : 210-6596</b>  <b>Email : irrig@irrig.org</b></p> <p>[insert address of the Chief Executive Officer of the Public Body]</p> <p>(b) The address to file application for review is:</p> <p><b>The Chairperson</b>  <b>Independent Review Panel,</b>  <b>5<sup>th</sup> Floor</b>  <b>Belmont House</b>  <b>Intendance Street</b>  <b>Port Louis</b>  <b>Tel : +2302602228</b>  <b>Fax No.</b>  <b>Email : irp@govmu.org</b></p>
<b>ITB 5.3</b>	<p>A list of firms debarred from participating in Public Procurement in Mauritius is available at <a href="http://ppo.govmu.org">ppo.govmu.org</a></p> <p>A list of firms debarred by World Bank is available at <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>.</p>
<b>B. Contents of Bidding Documents</b>	
<b>ITB 8.1</b>	<p>For <b><u>Clarification of bid purposes</u></b> only, the Purchaser's address is:</p> <p>Attention: Mr G. SEETAH</p> <p><b>The General Manager</b>  <b>Irrigation Authority</b>  <b>5th Fon Sing Building</b>  <b>12 Edith Cavell Street</b>  <b>Port Louis</b>  <b>Tel : 210-6596</b>  <b>Email : irrig@irrig.org</b></p> <p><b>The IA shall respond to requests for clarification received earlier than (7) seven days prior to the deadline for submission of bids</b></p>
<b>Add ITB 8.2</b>	<i>Not Applicable</i>



	<b>C. Preparation of Bids</b>
<b>ITB 12.1 (c)</b>	<p><i>(a)No written evidence is required.</i></p> <p><i>(b)Not Applicable</i></p> <p>(c)In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 5.1, and (ii) nominating a Representative who shall have the authority to conduct all business 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.”</p>
<b>ITB 12.1 (h)</b>	<p>The Bidder shall submit the following additional documents in its bid:</p> <ul style="list-style-type: none"> <li>a) Company profile.</li> <li>b) Audited Financial Statements for the last three years namely 2020, 2021 and 2022.</li> <li>c) Full catalogues and brochures showing clearly all the technical information of the <b>Double CAB 4 WD pick-up Van</b> to be supplied.</li> <li>d) Documents to respond to Evaluation Criteria as mentioned in Section III.</li> </ul>
<b>ITB 14.1</b>	Alternative Bids <b>shall not</b> be considered.
<b>ITB 15.5</b>	The Incoterms edition is: Incoterms 2010.
<b>ITB 15.6 (b) (i) , (ii)</b>	For Goods offered from outside Mauritius, the Bidder shall quote prices using the following Incoterms:
<b>ITB 15.7</b>	The prices quoted by the Bidder <i>shall not be adjustable</i> .
<b>ITB 15.8</b>	<i>Not Applicable</i>
<b>ITB 16.1</b>	<i>Not Applicable</i>
<b>ITB 16.3</b>	Local bidders shall quote only in Mauritian Rupees on the basis of <b>prices not being adjustable to rate of exchange</b> .
<b>ITB 19.1</b>	Bidders must submit the following documents to establish Conformity of the

	<p>Goods :</p> <ol style="list-style-type: none"> <li>1. The test report of the <i>Double CAB 4 WD pick-up Van</i> originating from the manufacturers</li> <li>2. Pamphlets, catalogues, drawings, etc..</li> </ol>
<b>ITB 19.3</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <b>Minimum Seven (7) years</b>
<b>ITB 20.1 (a)</b>	Manufacturer's authorization <b>is required</b> .
<b>ITB 20.1 (b)</b>	After sales service <b>is required</b> .
<b>ITB 21.1</b>	The bid validity period shall be <b>ninety (90) days</b> from the Bid Submission date.
<b>ITB 22.1</b>	The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.
<b>ITB 22.3</b>	The amount of the Bid Security shall be - <b>Not Applicable</b>
<b>ITB 22.8</b>	If the Bidder incurs any of the actions prescribed in subparagraphs (a) to (c) of this provision, the Bidder may be declared ineligible to be awarded contracts by the Government of Mauritius for a period of time (not exceeding 5 years) to be determined by the Procurement Policy Office.
<b>ITB 23.1</b>	In addition to the original of the bid, the number of copies is:- <b>Two (2) copies</b>
	<b>D. Submission and Opening of Bids</b>
<b>ITB 24.1</b>	Bidders <b>shall not</b> have the option of submitting their bids electronically.
<b>ITB 24.1 (b)</b>	<b>Not Applicable</b>
<b>ITB 24.2 (c)</b>	<p>The envelopes and/or parcel, where allowed, shall bear the following additional identification marks:</p> <p><b>Supply Of Double Cab 4WD Pick-Up Vans - Procurement Reference No: VAN/OMD/53/23</b></p>

<b>ITB 25.1</b>	<p>For bid submission purposes, the Purchaser's address is:</p> <p><b>Attention: Mr G. SEETAH</b>  <b>The General Manager</b>  <b>Irrigation Authority</b>  <b>5th Fon Sing Building</b>  <b>12 Edith Cavell Street</b>  <b>Port Louis</b>  <b>Tel : 210-6596</b>  <b>Email : irrig@irrig.org</b></p> <p>The deadline for the submission of bids is:</p> <p>Date: Friday 10 November 2023</p> <p>Time: 15hr00</p>
<b>ITB 28.1</b>	<p>The bid opening shall take place at:  Same address as above.</p> <p>Date: Friday 10 November 2023</p> <p>Time: <i>15h30</i></p> <p>Bidders or their representatives may attend the Bid opening if they choose to do so.</p>
<b>ITB 27.1</b>	<b>Not Applicable</b>
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 35.1</b>	Bid prices shall be expressed in <b>Mauritian Rupees</b>
<b>ITB 36.1</b>	A margin of preference shall be applicable to local Small and Medium Enterprises as indicated in Section III.
<b>ITB 37.3(a)</b>	Evaluation will be done for the item.

<b>ITB 37.3(d)</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) deviation in Delivery schedule: <i>Yes</i></p> <p><b>An adjustment factor of 1% per week up to a maximum of 4% of the Contract Price shall be added for evaluation purpose only to the bid price of the bids offering deliveries later than the “Earliest Delivery Date” as specified at Section V – List of Goods and Delivery Schedule.</b></p> <p>(b) deviation in payment schedule: <i>No</i>.</p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: <i>No</i></p> <p>(d) the availability in Mauritius of spare parts and after-sales services for the equipment offered in the bid : <i>No</i></p> <p>(e) the projected operating and maintenance costs during the life of the equipment: <i>No</i></p> <p>(f) the performance and productivity of the equipment offered: <i>No</i></p>
<b>ITB 37.6</b>	<i>Not Applicable</i>
	<b>F. Award of Contract</b>
<b>ITB 42.1</b>	The maximum percentage by which quantities may be increased or decreased is: <i>15 %</i> .

## **Section III. Evaluation and Qualification Criteria**

*This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.*

### **Contents**

1. Evaluation Criteria (ITB 37.3 (d))
2. Multiple Contracts (ITB 37.6)
3. Post-qualification Requirements (ITB 39.2)
4. Domestic Preference (ITB 36.1)

## 1. Evaluation Criteria (ITB 37.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 15.6, one or more of the following factors as specified in ITB Sub-Clause 37.3(d) and in BDS referring to ITB 37.3(d), using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered **within 90** calendar days or earlier as specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 37.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, Delivery Schedule.*

- (b) Deviation in payment schedule. **Not Applicable**
- (c) Cost of major replacement components, mandatory spare parts, and service. **Not Applicable**
- (d) Availability in Mauritius of spare parts and after sales services for equipment offered in the bid.: **Not Applicable**

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause 37.3(d), if quoted separately, shall be added to the bid price, for evaluation purposes only.

- (e) Projected operating and maintenance costs.: **Not Applicable**

An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 37.3(d). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause 37.3(d).

- (g) Performance and productivity of the equipment. : **Not Applicable**

## 2. Multiple Contracts (ITB 37.6) – Not Applicable

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (Section III, Sub-Section ITB 39.2 Post-Qualification Requirements)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 15.8
- (b) take into account:
  - (i) the lowest-evaluated bid for each lot and
  - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid.

### **3. Post-qualification Requirements (ITB 39.2)**

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 39.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB Clause 39, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- (a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

Latest copies of the Audited Accounts/ Financial Statement for the last three financial years, namely for **2020, 2021 and 2022** respectively or any other evidence to demonstrate that they have the financial capacity to perform under the contract.

- (b) Qualification requirements;

- (i) The bidder/manufacturer must have at least **ten (10) years** of experience in the manufacturing/supplying of such type of goods for which the Invitation of Bids is issued.
- (ii) Where the bidder is a trader proposing goods duly authorised by the manufacturer and for which there is no requirement for local after sale service, the bidder should have experience in handling orders of similar value and providing support back-up from manufacturers of the goods.

- (c) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

During the last **ten (10) years**, the bidder shall have at least undertaken one (5) similar contract in Mauritius with regards to the supply of **Double Cab 4 WD pick-up Van**.

The following details must be provided:

- i. Name of the Client/s**

- ii. **Original contract sum, and**
- iii. **The actual date for completion of the contract**

#### **4. Margin of Preference (ITB 36.1)**

Small and Medium Enterprises (SME), registered with the SME Mauritius Ltd and submitting the “Made in Moris” certification issued by the Association of Mauritian Manufacturers for the locally manufactured goods procured through this contract shall benefit from a Margin of Preference of 40% at evaluation.

SMEs not holding “Made in Moris” certification, whose local input in the locally manufactured goods procured through this contract accounts for at least 25 %, shall be eligible for a Margin of Preference of 30% at evaluation.

Local companies whose local input in the locally manufactured goods procured through this contract accounts for at least 25 % or bearing the ‘Made in Moris’ certification shall be eligible for a Margin of Preference of 30% at evaluation.

Bidders applying for the Margin of Preference shall submit along with their bid, the following:

- (i) evidence of their registration as enterprise in the Republic of Mauritius;
- (ii) where applicable, evidence of registration with SME Mauritius Ltd.;
- (iii) A cost structure for the goods item manufactured locally as per the format contained in the bidding document (where applicable);
- (iv) Certification issued by the Association of Mauritian Manufacturers for the goods bearing the “Made in Moris” label (where applicable).



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## Section IV. Bidding Forms

### Table of Forms

<b>Bidder Information Form .....</b>	<b>38</b>
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## Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*  
Procurement No.: *[insert reference number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1 and 5.2.  <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 5.1.  <input type="checkbox"/> In case of government owned entity from Mauritius, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 5.5.

## Joint Venture Partner Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*

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

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

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
<p>6. JV's Party Authorized Representative</p> <p>Name: <i>[insert name of JV's Party authorized representative]</i></p> <p>Address: <i>[insert address of JV's Party authorized representative]</i></p> <p>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i></p> <p>Email Address: <i>[insert email address of JV's Party authorized representative]</i></p>
<p>7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.</p> <p><input type="checkbox"/> In case of government owned entity from Mauritius, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 5.5.</p>

## Bid Submission Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*  
 Procurement Ref. No.: *[insert reference number of bidding process]*  
 Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_ *[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 \_\_\_\_\_ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: \_\_\_\_\_ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply. \_\_\_\_\_ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: \_\_\_\_\_ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 21.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 25.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we undertake to obtain a Performance Security in accordance with ITB Clause 45 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries \_\_\_\_\_ *[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]*

- (h) We have no conflict of interest in accordance with ITB Sub-Clause 5.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractor or supplier for any part of the contract—have not been declared ineligible by an international financing agency such as the World Bank, African Development Bank or any other international agency or under the Laws of Mauritius or official regulations in accordance with ITB Sub-Clause 5.3;
- (j) I/We declare that I/We “**qualify/do not qualify**” for Margin of Preference as per Table below, and has submitted documentary evidence in this respect.

Description of Bidder	Applicable Margin of preference	Bidder to tick as appropriate
Small and medium Enterprise bearing the ‘Made in Moris’ certification for the locally manufactured goods proposed	40%	
Small and medium Enterprise proposing locally manufactured goods	30%	
Local companies proposing locally manufactured goods	20%	

- (k) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[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]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- (l) 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.

- (m) 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 cartelisation in the bidding process.
  - iii. We shall not use falsified documents, erroneous data or deliberately not disclosed requested facts to obtain a benefit in a procurement proceeding.

We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.

- (n) 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.
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: \_\_\_\_\_ *[insert signature of person whose name and capacity are shown]*  
 In the capacity of \_\_\_\_\_ *[insert legal capacity of person signing the Bid Submission Form]*

Name: \_\_\_\_\_ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

***Appendix to Bid Submission Form***

## Bid Securing Declaration

By subscribing to the undertaking in respect of paragraph (l) of the Bid Submission Form:

I/We\* accept that I/we\* may be disqualified from bidding for any contract with any Public Body for the period of time that may be determined by the Procurement Policy Office under section 35 of the Public Procurement Act, if I am/we are\* in breach of any obligation under the bid conditions, because I/we\*:

- (a) have modified or withdrawn my/our\* Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Form; or
- (b) have refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of our Bid by the (*insert name of public body*) during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We\* understand this Bid Securing Declaration shall cease to be valid (a) in case I/we am/are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me/us ; or (b) if I am/we are\* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our\* Bid.

In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.

## Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*



### Price Schedule : Goods Manufactured outside Mauritius to be imported

<b>Bidder's name and address:</b> ..... .....			Prices to be in Mauritian Rupees					<b>Date:</b> _____ <b>Procurement Ref. No:</b> _____		
1	2	3	4	5	6	7	8	9	10	
Line Item N°	Description of Goods and related services	Country of Origin	Delivery	Quantity and physical unit	Unit Price FOB	Freight Charges per unit	Insurance Charges per unit	Unit price CIF/CIP [insert place of destination] (col 6+7+8)	CIF/CIP Price per line item (Col. 5x9)	
		To be filled by Supplier			To be filled by Supplier	To be filled by Supplier	To be filled by Supplier	To be filled by Supplier	To be filled by Supplier	
1	Supply of double cab 4WD pick-up vans as specified. <i>(Engine Displacement: 2100 cc to 3200 cc)</i> <i>(Automatic transmission)</i>		90 days	2 Nos						
2	Registration Fee for two 4WD pick-up vans		-	Sum						
3	Road Tax for two 4WD pick-up vans for a period of one year.		-	Sum						
4	Workshop manual (Chassis and engine)		-	I Unit						
<b>Total C/F</b>										

<b>Bidder's name and address:</b> ..... .....			Prices to be in Mauritian Rupees					Date: _____		Procurement Ref. No: _____
1	2	3	4	5	6	7	8	9	10	
Line Item N°	Description of Goods and related services	Country of Origin	Delivery	Quantity and physical unit	Unit Price FOB	Freight Charges per unit	Insurance Charges per unit	Unit price CIF/CIP [insert place of destination] (col 6+7+8)	CIF/CIP Price per line item (Col. 5x9)	
		<i>To be filled by Supplier</i>			<i>To be filled by Supplier</i>	<i>To be filled by Supplier</i>	<i>To be filled by Supplier</i>	<i>To be filled by Supplier</i>	<i>To be filled by Supplier</i>	
<b>Total B/F</b>										
5	Other costs, if any. (Excluding Insurance costs which will be provided by Irrigation Authority upon award of contract)		-	Sum						
								<b>Total Bid Price</b>		

Name of Bidder :

Signature of Bidder:

Date:

### Price Schedule: Goods Manufactured outside Mauritius already imported

Bidder's name and address: ..... .....			Prices to be in Mauritian Rupees					Date: _____ Procurement Ref No: _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods and related services	Make and Country of Origin	Delivery	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid,	Price per line item inclusive of Custom Duties and Import Taxes paid, (col. 5x6)	Price per line item for inland transportation to convey the Goods to their final destination	VAT payable per line item if Contract is awarded	Total Price per line item (Col. 7+ 8) (DDP)
		<i>To be filled by Supplier</i>			<i>To be filled by Supplier</i>	<i>To be filled by Supplier</i>	<i>To be filled by Supplier</i>	<i>To be filled by Supplier</i>	<i>To be filled by Supplier</i>
1	Supply of double cab 4WD pick-up vans as specified.  <i>(Engine Displacement: 2100 cc to 3200 cc)</i> <i>(Automatic transmission)</i>		90 days	2 Nos					
2	Registration Fee for two 4WD pick-up vans		-	Sum					
3	Road Tax for two 4WD pick-up vans for a period of one year.		-	Sum					
4	Workshop manual (Chassis and engine)		-	I Unit					
<b>Total C/F</b>									

### Price Schedule: Goods Manufactured outside Mauritius already imported

<b>Bidder's name and address:</b> ..... .....				Prices to be in Mauritian Rupees				<b>Date:</b> _____ <b>Procurement Ref No:</b> _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods and related services	Make and Country of Origin	Delivery	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid,	Price per line item inclusive of Custom Duties and Import Taxes paid, (col. 5x6)	Price per line item for inland transportation to convey the Goods to their final destination	VAT payable per line item if Contract is awarded	Total Price per line item (Col. 7+ 8) (DDP)
		<i>To be filled by Supplier</i>			<i>To be filled by Supplier</i>	<i>To be filled by Supplier</i>	<i>To be filled by Supplier</i>	<i>To be filled by Supplier</i>	<i>To be filled by Supplier</i>
<b>Total B/F</b>									
5	Other costs, if any (Excluding Insurance costs which will be provided by Irrigation Authority upon award of contract)		-	Sum					
								<b>Total Bid Price</b>	

Prices are: fixed.

Rate of exchange: *(insert base rate)*Percentage of price adjustable to exchange rate: *(percentage of col.7)*

Name of Bidder:

Signature of Bidder :

Date:

## Bid Security (Bank/Insurance Guarantee)

.....[Bank/Insurance company's Name and Address of issuing Branch or Office]

.....

**Beneficiary:**.....[Name and Address of Public Body].....

**Date:** .....

**BID GUARANTEE No.:** .....

We have been informed that .....[name of the Bidder]..... (hereinafter called "the Bidder") has submitted to you its bid dated .....(hereinafter called "the Bid") for the execution of .....[name of contract] ..... under Invitation for Bids No.....[IFB number] ..... ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Security.

At the request of the Bidder, we .....[name of Bank/Insurance company ]..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of .....[amount in figures]..... (.....amount in words.....) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has modified or withdrawn its Bid after the deadline for submission of its bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) has refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of its Bid by the Public Body during the period of bid validity, (i) has failed or refused to sign the contract Form, if required, or (ii) has failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

This guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before .....[Public Body to insert date].....

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458. (Applicable to overseas bidders only).

.....[Bank/Insurance company's seal and authorized signature(s) ].....

## 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 Ref. 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 28 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]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## ***COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT***

<b><u>COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT</u></b>		
	<b>Rs</b>	<b>Rs</b>
<b>Raw Materials, Accessories &amp; Components</b>		
• Imported (CIF)	.....	.....
• Local	.....	.....
<b>Labour Cost</b>		
• Direct Labour	.....	.....
<b>Direct Factory Expenses</b>		
• Operating Cost of Machine	.....	.....
• Expenses related for finishing of goods	.....	.....
• Packaging costs	.....	.....
<b>Cost of Factory Overheads</b>		
• Electricity	.....	.....
• Rates & Insurance	.....	.....
• Telephone	.....	.....
• Rent	.....	.....
• Depreciation	.....	.....
• Interest on Loans	.....	.....
• Direct Consumables	.....	.....
• Indirect Labour Charges ( factory employees)	.....	.....
<b>Other (please specify)</b>		
• .....	.....	.....
• .....	.....	.....
• .....	.....	.....
<b>TOTAL COST</b>		

**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**

## Notes on Locally manufactured goods

### Locally Manufactured Goods -Value-added criterion

The goods have been produced in Mauritius wholly or partially from imported materials (or materials of unknown origin) and the value added resulting from the process of production accounts for at least 25% of the ex-factory cost of the finished product.

#### Explanation:

The value added is the difference between the ex-factory cost of the finished product and the c.i.f. value of imported materials used in production.

Ex-factory cost means the value of the total inputs required to produce a given product. In applying this criterion, domestic material content may be either low or non-existent in the composition of the products.

#### Calculation of ex-factory cost:

The following costs, charges and expenses should be included:

(a) The cost of imported materials, as represented by their c.i.f. value accepted by the Customs authorities on clearance for home consumption, or on temporary admission at the time of last importation in Mauritius where they were used in a process of production, less the amount of any transport costs incurred in transit.

Provided that the cost of imported materials not imported by the manufacturer will be the delivery cost at the factory but excluding customs duties and other charges of equivalent effect thereon;

(b) The cost of **local materials**, as represented by their delivery price at the factory;

(c) The cost of **direct labour** as represented by the wages paid to the operatives responsible for the manufacture of the goods;

(d) The cost of direct factory expenses, as represented by:

- the operating cost of the machine being used to manufacture the goods;
- the expenses incurred in the cleaning, drying, polishing, pressing or any other process, as may be necessary for the finishing of the goods;
- the cost of putting up the goods in their retail packages and the cost of such packages but excluding any extra cost of packing the goods for transportation and the cost of any extra packages;
- the cost of special designs, drawings or layout; and the hire of tools, or equipment for the production of the goods.



(e) The cost of **factory overheads** as represented by:

- rent, rates and insurance charges directly attributed to the factory;
- indirect labour charges, including salaries paid to factory managers, wages paid to foremen, examiners and testers of the goods;
- power, light, water and other service charges directly attributed to the cost of manufacture of the goods;
- consumable stores, including minor tools, grease, oil and other incidental items and materials used in the manufacture of the goods;
- depreciation and maintenance of factory buildings, plant and machinery, tools and other items used in the manufacture of the goods

The following costs, charges and expenses **should be excluded**:

(a) **Administration expenses** as represented by:

- office expenses, office rent and salaries paid to accountants, clerks, managers and other executive personnel;
- directors' fees, other than salaries paid to directors who act in the capacity of factory managers;
- statistical and costing expenses in respect of the manufactured goods;
- investigation and experimental expenses.

(b) **Selling expenses**, as represented by:

- the cost of soliciting and securing orders, including such expenses as advertising charges and agents' or salesmen' commission or salaries;
- expenses incurred in the making of designs, estimates and tenders.

(c) **Distribution expenses**, represented by all the expenditure incurred after goods have left the factory, including;

- the cost of any materials and payments of wages incurred in the packaging of the goods for export;
- warehousing expenses incurred in the storage of the finished goods;
- the cost of transporting the goods to their destination.

(d) **Charges not directly attributed to the manufacture of the goods**:

- any customs duty and other charges of equivalent effect paid on the imported raw materials;
- any excise duty paid on raw materials produced in the country where the finished goods are manufactured;
- any other indirect taxes paid on the manufactured products;
- any royalties paid in respect of patents, special machinery or designs; and
- finance charges related to working capital.

## **PART 2 – Supply Requirements**

# Section V. Schedule of Requirements

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## 1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
<i>1</i>	Supply of double cab 4WD pick-up vans as specified. <i>(Engine Displacement: 2100 cc to 3200 cc)</i> <i>(Automatic transmission)</i>	2	No.	<i>Delivery shall be taken from the Supplier's premises</i>	<i>90 days</i>	<i>120 days</i>	

## 2. List of Related Services and Completion Schedule – Not Applicable

<b>Service</b>	<b>Description of Service</b>	<b>Quantity<sup>1</sup></b>	<b>Physical Unit</b>	<b>Place where Services shall be performed</b>	<b>Final Completion Date(s) of Services</b>
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

1. If applicable

### 3. Technical Specifications

#### A. General Note

Suppliers should provide brochures or any other documentary evidence that would facilitate evaluation of the proposed equipment.

Bidders are requested to fill the column “Proposed” in Table 1 below indicating the respective specification of the vehicle proposed.

#### B. Detailed Specifications

The vehicle shall comply with the technical requirements detailed below in Table 1 – Detailed Specifications.

<b>Description</b>	<b>Requirement</b>	<b>Proposed</b>
<b>General</b>	Four wheel-drive(4WD) double-cab pick-up Van (Right Hand Drive), power steering, four doors, 5 seats including driver and standard rear cargo box.	
<b>Engine</b>	Diesel Engine, natural aspiration or turbo charged. Engine mount: front Engine Displacement: 2100 cc to 3200 cc Power: 110 kW or above Torque: 350 Nm or above Four stroke cycle	
<b>Transmission</b>	Four Wheel Drive (4WD) Automatic Transmission Pick-Up Van	
<b>Brakes</b>	Front: ventilated discs Rear: drums or discs Parking Brakes: Mechanically or Electrically Operated Anti-Lock Braking system (ABS)	
<b>Ground Clearance</b>	At least 225 mm	
<b>Tyres</b>	Suitable to run on track roads, i.e sugar cane fields roads. Minimum Rim diameter: 16 inches	

<b>Description</b>	<b>Requirement</b>	<b>Proposed</b>
<b>Cargo Box</b>	The Cargo Box shall be supplied with a heavy duty rubber lining on the bed and on all the inner sides. A heavy duty floor mat shall also be supplied.	
<b>Ventilation</b>	Air Conditioning System	
<b>Metallic Protective grille to head light and flasher light</b>	All head light and flasher light (front and rear) shall be provided with an approved metallic protective grille.	
<b>Colour</b>	Preferably white	
<b>Others</b>	Vehicle shall be provided with spare wheel, hydraulic jack, wheel spanner, standard tools, reflector triangles, fire extinguisher, rubber floor mats, driver and front passenger airbags, owner's manual, Seat Belts (front and rear) and other standard accessories.	
<b>Workshop Manual</b>	Mandatory requirement of bid document either in soft or hard copy.	
<b>Delivery Period</b>	<b>Ninety (90)</b> days from date of issue of Letter of Acceptance	

*Table 1: Detailed Specifications*

### C. Other Requirements

- It is **MANDATORY** to supply Workshop manual (chassis and engine) prior to signing of sales deed. Failure of any bidder to provide workshop manual (Chassis and engine) will lead to rejection of his bid.
- A pre-delivery inspection will be carried out by a representative of the Irrigation Authority.
- Cost of Insurance cover **shall not be** included in the Bid Price by Bidder. The Irrigation Authority shall make necessary arrangement for insurance cover prior to delivery of the vehicles.
- Registration fee, road tax and any other costs shall be included in the bid price.

**1. Technical Documents upon Delivery**

The successful bidder(s) shall submit **one (1) hardcopy and one (1) soft copy** of the Workshop Manual(s) for proposed the ***Double Cab 4 WD Pick up Van*** at delivery stage to this Authority. In addition, the following documents must be provided:

- a detailed component list,
- exploded view and relevant drawings, and
- Test report for the test performed on the ***Double Cab 4 WD Pick up Van***.

**Schedule of Materials**

**Bidders are required to fill in the Schedule of Materials and submit same in his Bid**

<b>DETAILS</b>	<b>PROPOSED BY BIDDER</b>
Make & Model	
Country of Origin	
Warranty The minimum warranty shall be over a period of three years or 100,000 km (whichever comes first)	
Mileage interval between each servicing	
Year during which proposed Model was introduced (Month/year)	



## 4. Drawings – Not Applicable

These Bidding Documents include *[insert “the following” or “no”]* drawings.

*[If documents shall be included, insert the following List of Drawings]*

<b>List of Drawings</b>		
<b>Drawing Nr.</b>	<b>Drawing Name</b>	<b>Purpose</b>

## 5. Inspections and Tests

The following inspections and tests shall be performed upon delivery of the *Double Cab 4 WD Pick Up Van*:

- Inspection of all supplied goods for physical damage or anomalies (which includes missing parts, detached parts, scratches, deformities, cracks, discoloration, peeling and/or spalling of surface coating, corrosion... etc.).
- Visual check on the body work, painting, etc..
- Test drive.

### Commissioning of supplied hose reel

Upon satisfactory completion of the inspection, testing and commissioning exercise of the *Double Cab 4 WD Pick Up Van*, the successful bidder shall submit three (3) signed copies of the commissioning reports.

## **PART 3 - Contract**

## **Section VI. General Conditions of Contract**

The General Conditions of Contract (GCC) applicable for this procurement is available on the web site of the Procurement Policy Office [ppo.govmu.org](http://ppo.govmu.org) under Ref. G/RFQ-GCC4/11-21.

## 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.

<b>GCC 1.1(e)</b>	The successful Supplier shall deliver the Goods within <b>90 Calendar days</b> after receipt of the Letter of Acceptance from the Purchaser.
<b>GCC 1.1(h)</b>	The Purchaser is: <b>Irrigation Authority</b>
<b>GCC 1.1 (m)</b>	The final destination for delivery of the Goods shall be from the successful Supplier's workshop/showroom.
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be Incoterms 2010.
<b>GCC 8.1</b>	For <b>notices</b> , the Purchaser's address shall be:  <i>Attention: Mr G. SEETAH</i>  <b>The General Manager, Irrigation Authority 5th Floor, Fon Sing Building 12 Edith Cavell Street Port Louis</b>  <b>Tel : +230 210 6596 Fax: +230 212 7652 Email :irrig@irrig.org</b>
<b>GCC 10.2</b>	In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer's Representative, the matter in dispute shall, in the first place, be referred in writing to the Employer's representative, with a copy to the other party.  The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such

	mutual consultation, then either the Public Body or the Contractor may give notice to the other party of its intention to refer the matter to “the competent courts of Mauritius”
<b>GCC 13.1</b>	<p>Details of Shipping and other Documents to be furnished by Suppliers are:</p> <p><b><i>For Goods from local suppliers (already imported on the basis of delivery to warehouse-DDP):</i></b></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"> <li>(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;</li> <li>(ii) two copies of the packing list identifying contents of each package;</li> <li>(iii) one original of the manufacturer’s or Supplier’s Warranty certificate covering all items supplied;</li> <li>(iv) one original of the Supplier’s Certificate of Origin covering all items supplied;</li> <li>(v) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required)</li> <li>(vi) other procurement-specific documents required for delivery/payment purposes.</li> </ul>
<b>GCC 15.1</b>	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
<b>GCC 16.1</b>	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods and Services supplied from local suppliers (goods already imported) on the basis of DDP:</b></p> <p>Payment for Goods and Services supplied from local suppliers shall be made in Mauritian Rupees, as follows:</p> <p><b>On Acceptance:</b></p>

	<p>a) Full payment following delivery of the Goods and submission of an invoice and the required documents.</p> <p>b) Payment shall be made through a <i>Finance Lease Company, namely the Industrial Finance Corporation of Mauritius (IFCM)</i>.</p> <p>c) Payment shall be done 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 Letter Acceptance issued by the Purchaser.</p> <p>In case the Supplier is an SME, then payment will be effected within 14 working days.</p>
<b>GCC 16.4 (b)</b>	Local Suppliers shall be paid in Mauritian Rupees only. The prices <i>shall not</i> be adjustable to fluctuation in the rate of exchange.
<b>GCC 16.5</b>	Interest shall be payable immediately after the due date for payment. The interest rate shall be the legal rate.
<b>GCC 18.1</b>	A Performance Security shall be <b>10 %</b> of the Final Contract Sum
<b>GCC 18.3</b>	The Performance Security shall be denominated in Mauritian Rupees
<b>GCC 18.4</b>	The Performance Security shall be discharged by the Irrigation Authority and returned to the Supplier not later than twenty-one (21) days following the date of Completion of the warranty period including any warranty obligations.
<b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be: <i>Not Applicable</i>
<b>GCC 24.1</b>	The insurance coverage shall be as specified in the Incoterms.
<b>GCC 25.1</b>	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, then responsibility for transportations shall be as follows: <b>“The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Mauritius, defined as the Project Site. Transport to such place of destination in Mauritius, including insurance and storage, as shall be</b></p>

	<b>specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”;</b>
<b>GCC 26.1</b>	The inspections and tests shall be as specified and shall be done by the Project Manager/Engineer responsible for managing the Contract.
<b>GCC 26.2</b>	The Inspections and tests shall be conducted on the Supplier’s premises as directed by the Project Manager/Engineer.
<b>GCC 27.1</b>	The liquidated damages shall be: <b>MUR 2500 per Calendar day.</b>
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: <b>10 % of the Contract Price</b>
<b>GCC 28.3</b>	<p>The minimum period of warranty of the vehicle related to different parts of the body, engine and electronic component, etc.. shall be described by the bidders in their bid submission.</p> <p>However, the minimum warranty shall be over a period of three years or 100,000 km (whichever comes first).</p>
<b>GCC 28.5</b>	The period for repair or replacement shall be <b><i>within 5 days.</i></b>
<b>GCC 32.2</b>	<p>Force Majeure is defined as follows and is not limited to, acts of the Purchaser in its sovereign capacity as follows:</p> <ul style="list-style-type: none"> <li>(i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies.</li> <li>(ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.</li> <li>(iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor’s Personnel and other employees of the Contractor and Sub-Contractors,</li> <li>(iv) Munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor’s use of such munitions, explosives, radiation or radio-activity, freight embargoes and</li> </ul> <p>Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p><b>No other event will be considered as Force Majeure.</b></p>



<b>GCC 34.1</b>	<p>The attention of bidders is drawn to the fact that it is their responsibility to prospect the market in view of selecting the supplier/s which will honour the contract provisions, namely specification and delivery period.</p> <p>No delay in the delivery period by the bidder and/or the supplier will be entertained except in the circumstance of Force Majeure as defined at GCC 32.2.</p>
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## Attachment: Price Adjustment Formula

If in accordance with GCC 15.2, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 15.2 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[ a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- $P_1$  = adjustment amount payable to the Supplier.  
 $P_0$  = Contract Price (base price).  
 $a$  = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.  
 $b$  = estimated percentage of labor component in the Contract Price.  
 $c$  = estimated percentage of material component in the Contract Price.  
 $L_0, L_1$  = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.  
 $M_0, M_1$  = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a, b, and c as specified by the Purchaser are as follows:

- $a = [insert\ value\ of\ coefficient]$   
 $b = [insert\ value\ of\ coefficient]$   
 $c = [insert\ value\ of\ coefficient]$

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment =  $[insert\ number\ of\ weeks]$  weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The

Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

- (b) If the currency in which the Contract Price  $P_0$  is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

## **Section VIII. Contract Forms**

### **Table of Forms**

<b>1. Contract Agreement .....</b>	<b>73</b>
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# 1. Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) *[ insert complete 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 company 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, expressed in the Contract currency(ies) ]* (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 Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award
  - (g) *[Add here any other document(s)]*

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. 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.
5. 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Mauritius on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[ insert identification of official witness]*

## 2. Performance Security

*[The bank/Insurance company, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

Date: *[insert date (as day, month, and year) of Bid Submission]*  
Procurement Reference No. and title: *[insert no. and title of bidding process]*

Bank/Insurance company's Branch or Office: *[insert complete name of Guarantor]*

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

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>6</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,<sup>7</sup> and any demand for payment under it 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.

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<sup>6</sup> *The Bank/Insurance company shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

<sup>7</sup> *Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank/Insurance company. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

*[signatures of authorized representatives of the bank/Insurance company and the Supplier]*



### 3. Bank/Insurance Guarantee for Advance Payment

*[The bank/Insurance company, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]*

Date: *[insert date (as day, month, and year) of Bid Submission]*  
Procurement No. and title: *[insert number and title of bidding process]*

*[bank's letterhead]*

**Beneficiary:** *[insert legal name and address of Purchaser]*

**ADVANCE PAYMENT GUARANTEE No.:** *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank/Insurance company]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into contract with you - Contract No. *[insert number]* dated *[insert date of Agreement]* - for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)]*<sup>8</sup> *in figures and words* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date]*<sup>9</sup>.

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<sup>8</sup> *The bank/Insurance company shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

<sup>9</sup> *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank/Insurance company. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

