



CHIEF COMMISSIONER'S OFFICE

RODRIGUES REGIONAL ASSEMBLY

Open National Bidding

INVITATION TO BID IN A

FRAMEWORK AGREEMENT

for

SUPPLY AND DELIVERY OF

Paper, Toners and other Stationeries

for (18) Eighteen months

Procurement Reference No: RRA/CCO/OAB/11 of 2021/2022

Chief Commissioner's Office, Central Administration

Port-Mathurin, Rodrigues

Tel: 831-2059 Fax: 831-2128

Date: 30 March 2022

PREAMBLE

*This Invitation to Participate in Framework Agreement exercise aims to qualified Suppliers to enter into a framework agreement with the Rodrigues Regional Assembly (RRA) for the supply and delivery of papers,toners and other Stationeries for a period of eighteen months to the Rodrigues Regional Assembly and its Commissions on an **'as and when required'** basis.*

Suppliers shall be selected on the basis of their technical, commercial and financial ability and the price quoted for items listed in the Schedule of price further described in this document. The lowest quoted and substantially responsive item of the corresponding bidder will be retained for award.

Awards will be for lots or individual items to be supplied and delivered to the Rodrigues Regional Assembly for over a period of eighteen (18) months starting on the date indicated on the ensuing Letter of Award. Confirmed Order will consequently be supported by Goods Form1 drawn any Commission for items and amounts duly earmarked.

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Instructions to Bidders (ITB)

A. INTRODUCTION

1. Scope of Framework agreement

- 1.1 The Rodrigues Regional Assembly (RRA) is inviting bids from eligible Suppliers to apply for participation in a framework agreement for a period of eighteen months for the supply of Papers, Toners and other Stationeries for the RRA and its Commissions, as listed and described in Section III - Schedule of Requirements.
- 1.2 **The Rodrigues Regional Assembly, is responsible to establish and manage the framework agreement on terms and conditions as more fully described in Section IV-Framework agreement. The RRA and its Commissions shall procure against Goods Form 1 Papers, Toners and other Stationeries from the lowest quoted and substantially responsive Bidders during the framework agreement and shall be liable individually for the respective contract under each Purchase order.**
- 1.3 Throughout this bidding documents, the terms “writing” means any typewritten or printed communication, including e-mail and facsimile transmission, and “day” means calendar day. Singular also means plural.
- 1.4 The Rodrigues Regional Assembly shall select the lowest ranked substantially responsive Bidders for each lot in the Schedule of Price, based on technical, commercial and financial requirements mentioned in the bidding documents. The selected Bidders shall be required to sign a Framework Agreement with the Rodrigues Regional Assembly to supply for a period of eighteen months’ items which have been approved following their respective quotations.
- 1.5 Purchase order value shall not exceed Rs 200,000 per order.
- 1.6 At the end of the eighteen months, the framework agreement shall lapse.

The selection of the Bidders to enter into the framework agreement does not constitute a **commitment** or **guarantee** by Rodrigues Regional Assembly or any other public body to procure any item from the Suppliers.

- 1.7 The framework agreement shall be a “closed framework agreement without second-stage competition”.

**2. Public Entities
Related to
Framework
agreement and to
challenge and
appeal**

- 2.1 The public entities related to these bidding documents are the Rodrigues Regional Assembly, acting as Lead Organization, the Contracting Commissions, the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment these may require and the Independent Review Panel, set up under section 45 of the Public Procurement Act 2006 (hereinafter referred to as the Act.)
- 2.2 Sections 43, 44 and 45 of the Act provide for challenge and review mechanism. Unsatisfied Suppliers shall follow procedures prescribed in Regulations 48, 49 and 50 of the Public Procurement Regulations 2008 to challenge procurement proceedings, formation of framework agreement and award of procurement contracts or to file application for review at the Independent Review Panel.
- 2.3 (a) Challenges, if any, shall be forwarded to:

The Island Chief Executive

Rodrigues Regional Assembly

Rodrigues Administration

Port Mathurin

Rodrigues

- (b) Applications for review shall be filed at the **Independent Review Panel** at the following address:

The Chairperson,

Independent Review Panel,

9th Floor, Wing B, Emmanuel Anquetil building

Pope Hennessy Street, Port Louis

Mauritius Tel: 201 3921

3. Fraud and Corruption

3.1 The Government of the Republic of Mauritius requires that Suppliers/suppliers/suppliers, participating in procurement in Mauritius, observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy,

(1) A Bidder shall not engage in or abet any corrupt or fraudulent practice, including the offering or giving, directly or indirectly, of improper inducements, in order to influence a procurement process or the execution of a contract, including interference in the ability of competing Bidders to participate in procurement proceedings.

(2) A Bidder shall not engage in any coercive practice threatening to harm, directly or indirectly, any person or his property to influence his participation in a procurement process, or affect the execution of a contract.

(3) A Bidder shall not engage in collusion, before or after a bid submission, designed to allocate procurement contracts among Bidders, establish bid prices at artificial non-competitive levels or otherwise deprive a Public Body of the benefit of free and open competition.

(4) A Public Body shall reject a bid if the Bidder offers, gives or agrees to give an inducement referred to in subsection (1) and promptly notify the rejection to the Supplier concerned and to the Policy Office.

(5) (a) Subject to paragraph (b), a Bidder who is responsible for preparing the specifications or bidding documents for, or supervising the execution of a procurement contract, or a related company of such Bidder, shall not participate in such bidding.

(b) Paragraph (5) shall not apply to the several bodies (consultants, suppliers or suppliers) that together may be performing the Bidder's obligations under a turnkey or design-build contract."

(6) (a) No public official, or his close relative, shall participate as a Bidder in procurement proceedings of that public body and no award of a procurement contract shall be made directly to such official or to anybody in which he or his close relative, is employed in a management capacity or has a substantial financial interest.

(b) "close relative" includes spouse, child grandchild or parent.

(extract from sections 51 and 52 of the Act)

4. Eligible Bidders

4.1 Subject to ITB 4.6, a Bidder, and all parties constituting the Bidder, shall have Mauritian nationality. A Bidder shall be deemed to have the nationality of Mauritius if the Bidder is a citizen or is constituted or incorporated, and operates in conformity with the provisions of the laws of Mauritius.

4.2 A Bidder may be a private entity, government-owned entity—subject to ITB 4.8—or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture or association (JVA).

(a) Unless otherwise specified in the BDS, all partners shall be jointly and severally liable, and

(b) The JVA shall nominate a representative who shall have the right to conduct all business for and on behalf of any and all partners of the JVA during the bidding process and, in the event the JVA is awarded the Contract, during contract execution.

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

Eligibility requirements may concern:

(a) business registration, for which evidence may include the certificate of company registration;

(b) tax status, for which documentation of tax registration and tax clearance are particularly relevant;

(c) certifications by the Supplier of the absence of a debarment order and absence of conflict of interest;

and

- (d) certification of status regarding conviction for any offence involving fraud, corruption or dishonesty.

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

- (a) have controlling partners in common; or
- (b) receive or have received any direct or indirect subsidy from any of them; or
- (c) have the same legal representative for purposes of this bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- (e) participated as a consultant in the preparation of the technical specifications of the products that are the subject of the bid.

4.5 If a bid has stated an amount for a commission and it is proven that there exists a higher amount for that commission, action shall be taken against him for suspension and debarment in accordance with section 53 of the Act.

4.6 A firm shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Mauritius prohibits any import of goods or contracting of works or

services from a country where it is based or any payment to persons or entities in that country.

- 4.7 (a) A firm that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws, at the date of the deadline for bid submission or thereafter, shall be disqualified.

A list of Suppliers who are disqualified or debarred from participating in public procurement in Mauritius is available on the website of the Procurement Policy Office: <http://ppo.gov.mu>

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

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

(i) are legally and financially autonomous;

(ii) operate under commercial law, and

(iii) Are not a dependent agency of the Lead Organization.

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

- 4.10 Bidders shall provide such evidence of their continued eligibility satisfactory to the Lead Organization, as the Lead Organization/RRA shall reasonably request.

5. Eligible Goods and Services

- 5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country subject to ITB 4.6 and 4.7.

- 5.2 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.

5.3 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.

**6. Documents
Establishing
Eligibility of
Goods and
Services**

6.1 Pursuant to ITB Clause 14, the Supplier shall furnish, as part of its bid, documents establishing, to the RRA/Lead Organisation’s satisfaction, the eligibility of the Goods and services to be supplied under the Contract.

7. Cost of Bidding

7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the RRA/Lead Organisation will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

**8. Clarification
Framework
agreement prior
to submission of
bids**

8.1 A prospective Bidder requiring any clarification of the Framework agreement Documents shall contact the Lead Organisation in writing or facsimile at the following address:

The Island Chief Executive
Rodrigues Regional Assembly
Rodrigues Administration
Port Mathurin
Rodrigues

Request for clarification should be received not later than **14 days** from the closing date. The Lead Organization will respond **in writing to any request for clarification received not later than seven (7) calendar days** prior to the deadline of submission of bids. Copies of the Lead Organization’s response shall be sent to all prospective Bidders who have downloaded the

Framework agreement Documents, including a description of the inquiry but without identifying its source.

- 8.2 The Lead Organization is not responsible for the completeness of the Framework Documents and their addenda, if they were not obtained directly from the source stated by the Lead organization in the invitation for participation in the Framework Agreement.
- 8.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Framework Agreement Documents. Failure to furnish all information or documentation required by the Framework Documents may result in the rejection of the bid.
- 8.4 No pre-bid meeting

Bidders are strongly recommended to attend the meeting.

9. Amendment of Framework agreement Documents

- 9.1 At any time prior to the deadline for submission of bids, the **Lead Organization** may amend the Bidding Documents by issuing Addenda.
- 9.2 Any addendum thus issued shall be part of the Framework agreement Documents pursuant to ITB Sub-Clause 9.1 and shall be communicated in writing to all who have downloaded the Framework agreement Documents from the public procurement portal and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the amendment will have been taken into account by the Bidder in its bid.
- 9.3 To give prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the **Lead Organization shall extend**, at its discretion, the deadline for submission of bids, in which case, the Lead Organization will notify all Bidders by electronic mail or facsimile confirming in writing the extended deadline.

10. Language of Bid

- 10.1 The bid, **as well as all correspondences** and documents **relating** to the bid exchanged by the Bidder and the **Lead Organization**, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another

language provided they are accompanied by an accurate translation of the relevant passages **in the language specified**, in which case, for purposes of interpretation of the bid, the translation shall **govern**.

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

11. Documents Constituting the Bid

- 11.1 The bid submitted by the Supplier shall comprise the following:

- (a) Letter of bid;
- (b) Schedule of Prices;
- (c) documentary evidence in accordance with ITB Sub-Clause 4.3 establishing to the Lead Organisation's satisfaction the Bidder's eligibility to submit bids;
- (d) documentary evidence establishing to the Lead Organisation's satisfaction, and in accordance with ITB Clause 6 that the Goods and ancillary services to be supplied by the Supplier are eligible Goods and Services, pursuant to ITB Clause 5, and that they conform to the Framework Agreement Documents;
- (e) documentary evidence establishing to the Lead Organisation's satisfaction that the Supplier is qualified to perform under the Framework agreement if it is selected to enter into this Framework agreement;
- (f) documentary evidences establishing the qualifications of the Bidders as mentioned below:
 - i. For bidders submitting proposals for stationeries, minimum two (2) reference sites where the Bidder has supplied stationeries within the last five years together with testimonials from customers as evidence of satisfactory performance.
 - ii. For bidders submitting proposals for toners, minimum two (2) reference sites where the Bidder has supplied toners within the last five years together with testimonials from customers as evidence of satisfactory performance.
 - iii. The Bidder shall have an average annual turnover of Rs 1.5 million over the last 3 years, and

(h) any other documents requested by the public body.

12. Bid Prices

- 12.1 Prices shall be quoted as specified in the Schedule of prices included in Section II.
- 12.2 Place of destination: Rodrigues Regional Assembly and its Commissions.
- 12.3 Pursuant to Sub-Clause 12.1 above, bids from Bidders are being invited for one or more lots. In both cases, each item offered must comprise the full quantity required under that item.
- 12.4 The prices shall be inserted in the Schedule of Prices, as appropriate and the Bid Form both as per the format provided in the Framework Agreement Documents. **Non-submission of prices as per the sample forms contained herein or forms submitted with incomplete details shall result into the rejection of bids as being non-responsive.**

13. Currencies of Bids

- 13.1 Prices shall be quoted in Mauritian rupees.

14. Period of Validity of Bids

- 14.1 The Bids shall be valid for **90 days** as from the deadline for submission of Bids. Bid validity of a shorter period shall be rejected by the Lead Organization.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Lead Organization may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing.

15. Bid Security

- 15.1 The Bidder is not required to furnish a bid security.
- 15.2 A Bidder shall subscribe to the Bid Securing Declaration annexed to the Bid form.
- 15.3 If
- (a) 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, or
 - (b) the selected Supplier fails to enter into Framework agreement with the Lead Organisation in accordance with

ITB 33;

the Bidder may be disqualified by the Government of Mauritius to be awarded a contract by any Public Body for a period of time as may be determined by the Procurement Policy Office.

**16. Alternative Bids
by Suppliers**

16.1 Alternative bids shall not be accepted.

**17. Format and
Signing of Bids**

17.1 The Bidder shall prepare an original of the bid indicated clearly marking "ORIGINAL BID".

17.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Framework agreement. The authorization shall be indicated by written power of attorney or any other acceptable document, which pursuant to ITB Sub-Clause 11 shall accompany the bid.

17.3 Any interlineations, erasures, or overwriting to correct errors made by the Bidder should be **initialed** by the person or persons signing the bid.

17.4 The Bidder shall furnish in the Letter of bid (a sample of which is provided in the Sample Forms Section of the Framework Agreement Documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this bid if the Supplier is selected to enter into the Framework Agreement.

**18. Sealing and
Marking of Bids**

18.1 The Bidder shall enclose the original of the bid in a sealed envelope, and deposit it in the Tender Box or hand over to the Registry section of the Rodrigues Regional Assembly.

18.2 The envelope shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Rodrigues Regional Assembly at the address given below

The Island Chief Executive, Rodrigues Regional Assembly

Rodrigues Administration, Port Mathurin, Rodrigues

- (c) mention the following Procurement Reference - FRAMEWORK AGREEMENT for SUPPLY AND DELIVERY OF Paper, Toners and other Stationeries for period of (18) Eighteen months.

- (d) bear a statement “DO NOT OPEN BEFORE [date and time]” to be completed with the time and date specified in ITB 19.1

18.3 If the envelopes is not sealed and marked as required by ITB Sub-Clause 18.2, The Rodrigues Regional Assembly will bear no responsibility for any bid forwarded unsealed, nor for its misplacement, as indicated at ITB 18.2.

19. Deadline for Submission of Bids

19.1 Bids must reach the RRA at the address specified at ITB 18.2 (b) not later than **11 May 2022** at latest 13:30 hours.

20. Late Bids

20.1 Any bid received after the time specified at 19.1 will be retained for evaluation and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 After having submitted, the Bidder may modify or withdraw the bid provided that this is done prior to the time set for opening.

21.2 The Bidder’s modification shall be prepared, sealed, marked, and dispatched as follows:

- (a) The Bidder shall provide an original of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked “BID MODIFICATION-ORIGINAL”. The inner envelopes shall be sealed in an outer envelope, which shall be duly marked “BID MODIFICATION.”
- (b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Sub-Clauses 18.2 and 18.3.

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

- (a) be addressed to the Rodrigues Regional Assembly at the address specified in ITB 18.2(b),
- (b) bear the specific identification of the bid process (Contract name), the IFB title and IFB number, and the words “BID WITHDRAWAL NOTICE,” and
- (c) be accompanied by a written power of attorney authorizing the signatory of the withdrawal notice to withdraw the bid.

- 21.4 Bids requested to be withdrawn in accordance with ITB Sub-Clause 21.3, shall be returned unopened to the Bidders.
- 21.5 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 14. Withdrawal of a bid during this interval shall result in the execution of the Bid Securing Declaration, pursuant to ITB Sub-Clause 15.

22. Bid Opening

- 22.1 Bid opening will take place in **The Conference Room, Rodrigues Administration, Port-Mathurin, Rodrigues on 11 May 2022 at 13.40hrs**, in the presence of Bidders or their representatives who may choose to attend.
- 22.2 Envelopes marked "WITHDRAWAL" shall be read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal notice shall be permitted unless the corresponding withdrawal notice is read out at bid opening. Envelopes marked "MODIFICATION" shall be read out and opened with the corresponding bid.
- 22.3 Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the bid price of each item or lot, as the case may be, including discounts and alternative offers, the presence or absence of a bid security, if required; the presence or absence of requisite powers of attorney or alternative evidence; and any other such details as the Rodrigues Regional Assembly consider appropriate. No bid shall be rejected at bid opening except for late bids pursuant to Sub-Clause 20.1.
- 22.4 Bids (and modifications sent pursuant to ITB Sub-Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 22.5 The RRA will prepare minutes of the bid opening at the end of the opening session, including, as a minimum: the name of the Supplier and whether there was a withdrawal or modification; the bid price; including any discounts; the presence or absence of a bid security; the presence or absence of requisite powers of attorney or alternative acceptable document.

23. Clarification of Bids

- 23.1 During evaluation of the bids, the Rodrigues Regional Assembly may, where required, ask the Bidder for clarifications. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Rodrigues Regional Assembly in the evaluation of the bids.

24. Confidentiality

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

25. Examination of Bids and Determination of Responsiveness

- 25.1 The RRA's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 25.2 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.
- 25.3 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.

26. Correction of Errors

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

27. Evaluation and Comparison of Bids

27.1 The Rodrigues Regional Assembly (RRA) shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

27.2 The Rodrigues Regional Assembly (RRA) shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

27.3 Financial Evaluation shall be done per item. The lowest substantially responsive bidder for each individual item shall be awarded the framework agreement.

28. Margin of Preference

28.1 Margin of Preference shall apply in the selection of Suppliers for the conclusion of the framework agreement as follows:

(a) responsive bids shall be classified into the following groups:

- Group A: bids offered by:

- (i) Local Small and Medium Enterprises; **or**
- (ii) Joint Ventures meeting the eligibility criteria for domestic preference at international bidding; **or**

- (iii) eligible domestic Small and Medium Enterprises for national bidding, and

- Group B: all other bids

- (b) for the purpose of further evaluation and comparison of bids only, all bids classified in Group B shall be increased by the percentage(s) of preference allocated to those in group A.

A Margin of Preference shall be applicable as follows:

1. For National Bidding:

Small and Medium Enterprises shall be eligible for a margin of preference as per Directive 42 issued by PPO.

29. Post-qualification	29.1 The Rodrigues Regional Assembly will determine to its satisfaction whether the bidder who has submitted the lowest evaluated responsive bid is qualified to enter into Framework agreement satisfactorily, in accordance with the criteria listed in ITB Clause 11.
30. Selection of Bidders to enter into the Framework agreement	30.1 The Rodrigues Regional Assembly shall select the lowest ranked substantially responsive bidder for each lot in the Schedule of prices, whose bids have been substantially responsive to the Framework Agreement documents to be qualified to enter into Framework agreement.
31. RRA's Right to Accept Any Bid and to Reject Any or All Bids	31.1 The Rodrigues Regional Assembly reserves the right to accept or reject any bid, or to annul the procurement process and reject all bids at any time prior to selection of Bidders, without thereby incurring any liability to the affected Supplier or Suppliers.
32. Lead	32.1 The Lead Organization reserves the right to vary the quantity

**Organization's
Right to Vary
Quantities at
Time of Award**

of goods by 25 % of quantity that has originally been specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

**33. Award of
Selection**

- 33.1 Prior to the expiry of the period of validity of the bids, the Lead Organization shall inform the selected Bidders, in writing, by a Letter of Acceptance to form part of the Framework Agreement. The Letter of Acceptance shall specify the type of framework agreement, pricing policy the public body will pay to the selected Supplier during deliveries of goods under the framework agreement for the first year of the framework agreement. Within seven days from the issue of Letter of Acceptance, the Lead Organization shall publish on the Public Procurement Portal (publicprocurement.govmu.org) and the Lead Organization's website, the results of the selection process, identifying the names of the successful Suppliers, as well as the duration and summary scope of the framework agreement; and an executive summary of the Evaluation Report. The Lead Organization shall promptly attend to all requests for debriefing for the framework agreement, made in writing, and within 30 days from the date of the publication of the formation of the framework agreement or date the unsuccessful Suppliers are informed about the conclusion of the framework agreement, whichever is the case, by following regulation 9 of the Public Procurement Regulations 2008 as amended.
- 33.2 Until a formal Framework Agreement is prepared and concluded, the letter of Acceptance of selection for the framework agreement shall constitute a binding Agreement.
- 33.3 Promptly upon award, the Lead Organization shall send the successful Suppliers the Framework Agreement. The Agreement shall incorporate all agreements between the Lead Organization and the Supplier. It shall be signed by the Lead Organization and sent to the successful Supplier, within 28 days following the Letter of Acceptance's date. Within 21 days of receipt, the successful Bidder shall sign the Agreement and deliver it to the Lead Organization.



Section II. Bid Forms

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Letter of Bid

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

[Purchaser specify: Procurement Reference [number]”]

[insert: **name of Contract**]

To:

Dear Sir or Madam:

Having examined the Framework Agreement Documents, including Addenda Nos. [insert **numbers**], the receipt of which is hereby acknowledged, we, the undersigned, agree to enter into framework agreement with the Rodrigues Regional Assembly for the **SUPPLY AND DELIVERY OF Paper, Toners and Stationeries** for a period of (18) Eighteen months.

- (a) We have submitted all qualification information as requested in the Framework Agreement Documents and the Schedule of Prices as per the Framework agreement documents.
- (b) Our bid price (exclusive of VAT) is as follows:

No.	Description of goods	Bid Amount ex-VAT
1	Photocopy paper (As numbered in schedule of price list)	
2	Envelopes (As numbered in schedule of price list)	
3	Toners (As numbers in schedule of price list)	
4	Other stationeries (As numbered in schedule of price list)	
5	Others (As numbered in schedule of price list)	
	Total bid amount - <i>in accordance with the terms and conditions of the Bidding documents. The above amounts are in accordance with the Schedule of Prices attached herewith and are made part of this bid. The number marking is an indication of the items for which bids are being submitted.</i>	

- (c) Our bid shall be valid for a period of **ninety (90) days** from the date fixed for the bid submission deadline in accordance with the Framework Agreement Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We hereby confirm that we are aware that if We do not accept to form part of the framework agreement or fail to accept an award, if selected for, we may be subject to disqualification as per the regulations in force;
- (e) Our rates and prices submitted as bid are firm and fixed for the duration of the framework agreement period;
- (f) We *are/are not* eligible for Margin of Preference and *request/do not request* that this be considered at **the time of selecting the successful bidder**;
- (g) Until the formal final Framework agreement contract is prepared and executed between us, this bid, together with your written acceptance to enter into Framework agreement and your notification of selection, shall constitute a binding agreement between us. We understand that you are not bound to accept the lowest or any responsive bid you may receive;
- (h) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the Contract, are listed below:

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

- (i) We understand that we may not be awarded any contract even if we enter into a framework agreement;
- (j) If a framework agreement is concluded, the person named below shall act as supplier's Representative:

Dated this [.... *th* day of (***month***), 2022].

Signed: _____

Date: _____

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

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

Bid Securing Declaration

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

Schedule of Prices for the Framework Agreement

STATIONERIES

Bidder's name and address:				Prices to be quoted in Mauritian Rupees		Date: _____ Procurement Ref No: RRA/CCO/OAB/ 11 of 2021/2022	
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods and related services	Country of Origin	Delivery	Quantity and physical unit*	Unit price including Custom Duties, Import Taxes paid, and inland transportation to convey the goods to final destination	VAT payable per unit of item	Total Price per line item (Col. 5x6)
1	ENVELOPE POCKET A5 Buff with wording " Rodrigues Regional Assembly"		As per Section III- Schedule of Requirements	102800 units			
2	ENVELOPE A4 Buff with wording " Rodrigues Regional Assembly"			83900 units			
3	ENVELOPE A3/BAG Buff with wording" Rodrigues Regional Assembly"			32000 units			
4	ENVELOPE FOOLSCAP Buff with wording " Rodrigues Regional Assembly"			102300 units			
5	ENVELOPE A5 WHITE			9000 units			
6	PHOTOCOPY PAPER A4 80G - white			13725 Reams			
7	PHOTOCOPY PAPER A3 white			165 Reams			
8	MATT PAPER SHEETS A5 200G - WHITE			10 Reams			
9	Continuous Paper 11 x 14 .5 1 ply			26 Boxes/ Sheets			
10	FOOLSCAP BOOK 2 QUIRE			910 Units			
11	FOOLSCAP BOOK 4 QUIRE			982 Units			
12	SPIRAL NOTEBOOK A4			780 Units			
					Sub Total		

Name of Bidder -

Signature of Bidder & Date -

Stamp -

Quantity represent an approximate requirement for the duration of the framework agreement.

Schedule of Prices for the Framework Agreement

STATIONERIES

Bidder's name and address:				Prices to be quoted in Mauritian Rupees		Date: _____ Procurement Ref No: RRA/CCO/OAB/ 11 of 2021/2022	
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods and related services	Country of Origin	Delivery	Quantity and physical unit*	Unit price including Custom Duties, Import Taxes paid, and inland transportation to convey the goods to final destination	VAT payable per unit of item	Total Price per line item (Col. 5x6)
13	SPIRAL NOTEBOOK A5		As per Section III- Schedule of Requireme nts	1973 units			
14	BLOC NOTE			1571 units			
15	CARBON PAPER SINGLE SIDED			261 Boxes of 100			
16	CARBON PAPER DOUBLE SIDED			287 Boxes of 100			
17	STICK ON NOTE LARGE			1067 units			
18	STICK ON NOTE MEDIUM			777 units			
19	STICK ON NOTE (3X2)			1180 units			
20	PACK FILE CF5			141 units			
21	PACK FILE CF8		159 units				
22	PERMANENT MARKER			4655 units			
23	WHITE BOARD MARKER			7970 units			
24	CORRECTION PEN			1094 units			
					Sub Total		

Name of Bidder-

Signature of Bidder & Date-

Stamp -

Quantity represent an approximate requirement for the duration of the framework agreement.

Schedule of Prices for the Framework Agreement

STATIONERIES

Bidder's name and address:				Prices to be quoted in Mauritian Rupees		Date: _____ Procurement Ref No: RRA/CCO/OAB/ 11 of 2021/2022	
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods and related services	Country of Origin	Delivery	Quantity and physical unit*	Unit price including Custom Duties, Import Taxes paid, and inland transportation to convey the goods to final destination	VAT payable per unit of item	Total Price per line item (Col. 5x6)
25	HIGHLIGHTER PEN		As per Section III- Schedule of Requireme nts	955 units			
26	PAPER GLUE 50 ml			1228 units			
27	GLUE STICK			1056 units			
28	PAPER CLIPS (28 mm)			1690 Boxes			
29	PAPER CLIPS (50 mm)			861 Boxes			
30	PAPER CLIPS (78 mm)			311 Boxes			
31	STAPLER			805 units			
32	STAPLES 24/6			3525 Boxes			
33	PUNCH ONE HOLE			435 units			
34	PUNCH TWO HOLES			111 units			
35	GREEN TAGS			986 Boxes			
36	STAMP PAD			168 units			
					Sub Total		

Name of Bidder-

Signature of Bidder & Date-

Stamp -

Quantity represent an approximate requirement for the duration of the framework agreement.

Schedule of Prices for the Framework Agreement

STATIONERIES

Bidder's name and address:				Prices to be quoted in Mauritian Rupees		Date: _____ Procurement Ref No: RRA/CCO/OAB/ 11 2021/2022	
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods and related services	Country of Origin	Delivery	Quantity and physical unit*	Unit price including Custom Duties, Import Taxes paid, and inland transportation to convey the goods to final destination	VAT payable per line item if Contract is awarded	Total Price per line item (Col. 5x6)
37	STAMP PAD INK BLUE		As per Section III- Schedule of Requirements	434 units			
38	PACKING TAPE TRANSPARENT Large			1245 units			
					Total Bid Price		

The Total bid price should be carried forward to the Letter of Bid.

Name of Bidder-

Signature of Bidder & Date-

Stamp -

Quantity represent an approximate requirement for the duration of the framework agreement.

Schedule of Prices for the Framework Agreement

TONERS/INK

Bidder's name and address:				Prices to be in Mauritian Rupees	Date: _____ Procurement Ref No: RRA/CCO/OAB/ 11 of 2021/2022		
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods and related services	Country of Origin	Delivery	Quantity and physical unit*	Unit price including Custom Duties, Import Taxes paid, and inland transportation to convey the goods to final destination	VAT payable per unit of item	Total Price per line item (Col. 5x6)
	HP:		As per Section III-Schedule of Requirements				
1	Toner 05 A			20 Units			
2	Toner 17A/217A			127 Units			
3	Drum 19A/ No. 1119A			36 Units			
4	Toner 26A			104 Units			
5	Toner 30A			100 Units			
6	Toner 35A			06 Units			
7	Toner 53A			17 Units			
8	Toner 59A			96 Units			
9	Toner 83A			204 Units			
10	Toner 85A			194 Units			
11	Toner 125A (Set: Black, Cyan, Magenta & Yellow)		24 Sets				
ALL INK AND TONER BOXES TO BEAR ORIGINAL HOLOGRAM PRINT				Sub Total			

Name of Bidder-

Signature of Bidder & Date-

Stamp -

Quantity represent an approximate requirement for the duration of the framework agreement

Schedule of Prices for the Framework Agreement

TONERS/INK

Bidder's name and address:				Prices to be in Mauritian Rupees		Date: _____ Procurement Ref No: RRA/CCO/OAB/ 11 of 2021/2022	
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods and related services	Country of Origin	Delivery	Quantity and physical unit*	Unit price including Custom Duties, Import Taxes paid, and inland transportation to convey the goods to final destination	VAT payable per unit of item	Total Price per line item (Col. 5x6)
12	HP 126A (Set: Black, Cyan, Magenta & Yellow)		As per Section III- Schedule of Requireme nts	10 sets			
13	HP 128A (Set: Black, Cyan, Magenta & Yellow)			10 sets			
14	HP 131A (Set: Black, Cyan, Magenta & Yellow)			20 sets			
15	HP 201A BLACK			12 sets			
16	HP 201A (Set: Black, Cyan, Yellow & Magenta)			17 sets			
17	Toner 207A - W2210A - Black			7 units			
18	Toner 207A (Set: Black, Cyan, Magenta & Yellow)			67 sets			
19	HP 305A (Set: Cyan, Yellow & Magenta)			8 sets			
20	Toner 410A BLACK			13 units			
21	Toner 411 A CYAN			9 units			
22	Toner 412 A YELLOW			9 units			
ALL INK AND TONER BOXES TO BEAR ORIGINAL HOLOGRAM PRINT					Sub Total		

Name of Bidder-

Signature of Bidder & Date-

Stamp -

Quantity represent an approximate requirement for the duration of the framework agreement

Schedule of Prices for the Framework Agreement

TONERS/INK

Bidder's name and address:				Prices to be quoted in Mauritian Rupees	Date: _____ Procurement Ref No: RRA/CCO/OAB/ 11 of 2021/2022		
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods and related services	Country of Origin	Delivery	Quantity and physical unit*	Unit price including Custom Duties, Import Taxes paid, and inland transportation to convey the goods to final destination	VAT payable per unit of item	Total Price per line item (Col. 5x6)
23	Toner 413 A MAGENTA			9 units			
24	Toner 415 A Black			2 units			
25	Toner 415 A Set (black/yellow/magenta/cyan)			6 sets			
26	HP 505A			5 units			
27	HP 507A (BLACK, CYAN, YELLOW, MAGENTA)			5 sets			
28	Toner HP Colour Laserjet CP 1515n (Set: Black, Cyan, Yellow & Magenta)			5 sets			
29	HP 652 BLACK			60 units			
30	HP 652 COLOR			60 units			
31	Toner HP 655 Black			6 units			
32	Toner for Printer Hp M402 DN			12 units			
33	Toner HP M402DW			4 units			
ALL INK AND TONER BOXES TO BEAR ORIGINAL HOLOGRAM PRINT					Sub Total		

Name of Bidder-

Signature of Bidder & Date-

Stamp –

Quantity represent an approximate requirement for the duration of the framework agreement

Schedule of Prices for the Framework Agreement

TONERS/INK

Bidder's name and address:				Prices to be in Mauritian Rupees	Date: _____ Procurement Ref No: RRA/CCO/OAB/ 11 of 2021/2022		
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods and related services	Country of Origin	Delivery	Quantity and physical unit*	Unit price including Custom Duties, Import Taxes paid, and inland transportation to convey the goods to final destination	VAT payable per unit of item	Total Price per line item (Col. 5x6)
34	Toner M102A		As per Section III-Schedule of Requirements	15 units			
35	Toner for HP Laserjet 3005n			2 units			
36	Toner 932 XL Black			6 units			
37	Toner 932 XL Magenta			4 units			
38	Toner 932 XL Yellow			4 units			
39	Toner 932 XL Cyan			4 units			
	CANON:						
40	Toner for Canon Image Runner 2630i			4 Units			
41	Toner 737			53 units			
42	Toner 719			20 units			
43	Toner canon 052			30 units			
44	Toner Canon 054 - Black			2 units			
All ink and Toner boxes to bear original hologram print					Sub Total		

Name of Bidder-

Signature of Bidder & Date-

Quantity represent an approximate requirement for the duration of the framework agreement

Schedule of Prices for the Framework Agreement

TONERS/INK

Bidder's name and address:				Prices to be in Mauritian Rupees	Date: _____ Procurement Ref No: RRA/CCO/OAB/ 11 of 2021/2022		
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods and related services	Count ry of Origin	Delivery	Quantity and physical unit*	Unit price including Custom Duties, Import Taxes paid, and inland transportation to convey the goods to final destination	VAT payable per unit of item	Total Price per line item (Col. 5x6)
45	Canon cartridge 712 LB 3010			4 Units			
46	CANON 045 Black			12 units			
47	CANON 045 (Set: Black, Cyan, Yellow & Magenta)			17 sets			
	KYOCERA:						
48	Toner TK 7105 for Task alfa3010i/3011i			9 units			
49	Kyocera TK 1150			3 units			
50	Kyocera TK5230 Black			29 units			
51	Kyocera TK5230 Set			39 units			
52	Kyocera TK 7205			5 units			
53	KYOCERA TK 475			13 units			
54	Toner Kyocera TK Black 8515K			12 Units			
55	Toner Kyocera Tk 8515C Cyan			10 Units			
56	Toner Kyocera 8515 M Magenta			10 Units			
57	Toner Kyocera 8515 Y Yellow			10 Units			
58	Waste Toner Kyocera Taskalfa 6052			12 Units			
59	STENCIL RICOH DX 2330S			270 Units			
ALL INK AND TONER BOXES TO BEAR ORIGINAL HOLOGRAM PRINT					Sub Total		

Name of Bidder-

Signature of Bidder & Date-

Stamp -

Quantity represent an approximate requirement for the duration of the framework agreement

Bidder's name and address:				39 Prices to be in Mauritian Rupees	Date: _____ Procurement Ref No: RRA/CCO/OAB/ 11 of 2021/2022		
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods and related services	Country of Origin	Delivery	Quantity and physical unit*	Unit price including Custom Duties, Import Taxes paid, and inland transportation to convey the goods to final destination	VAT payable per unit of item	Total Price per line item (Col. 5x6)
60	Toner Ricoh MP2501 - Black			7 units			
61	INK RICOH DX 2430			240 Units			
62	Ink Polycopy Machine CP110			12 units			
63	Toner for Ricoh Aficio SG 3110 SPNW			3 units			
64	Toner for Ricoh Aficio MP 1600			2 units			
65	Toner for Ricoh Aficio MP 1900			3 units			
	LEXMARK:						
66	Toner E260			24 Units			
67	Toner Lexmark 51 B5000			30 units			
68	Toner Lexmark 50 B5000			15 units			
69	Toner Lexmark 50F5000 (MS310,MS312,MS315 ,MS410,MS415,MS510, MS610)			59 units			
70	Toner for Lexmark MS 610			6 units			
ALL INK AND TONER BOXES TO BEAR ORIGINAL HOLOGRAM PRINT					Sub Total		

Name of Bidder-

Signature of Bidder & Date-

Stamp -

Quantity represent an approximate requirement for the duration of the framework agreement

Schedule of Prices for the Framework Agreement TONERS/INK

Bidder's name and address:				Prices to be in Mauritian Rupees		Date: _____ Procurement Ref No: RRA/CCO/OAB/ 11 of 2021/2022	
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods and related services	Country of Origin	Delivery	Quantity and physical unit*	Unit price including Custom Duties, Import Taxes paid, and inland transportation to convey the goods to final destination	VAT payable per unit of item	Total Price per line item (Col. 5x6)
71	Imaging Drum for Lexmark MS 610/ Imaging Unit MS410 dn			8 units			
72	Toner Lexmark 24B5875 XS 651, XS 652, XS 654, XS 656, XS 658			5 units			
	BROTHER:						
73	Toner Brother J2320 model LC 673 (set: black, yellow, cyan & magenta)			3 Sets			
74	TONER BROTHER - TN 2280			14 units			
75	Brother Ink Cartridge LC 57 Set (black/cyan/magenta/yellow)			4 sets			
	XEROX:						
76	Toner for Xerox Work Centre 3210			2 units			
77	Toner Xerox 3240			2 units			
78	Xerox Black Toner V80 V180 006R01646			15 units			
79	Xerox Cyan Toner V80 V180 006R01647			15 units			
80	Xerox Magenta Toner V80 V180 006R01648			10 units			
81	XEROX YELLOW TONER V80 V180 006R01649			10 units			
ALL INK AND TONER BOXES TO BEAR ORIGINAL HOLOGRAM PRINT					Sub Total		

Name of Bidder-

Signature of Bidder & Date-

Stamp –

Quantity represent an approximate requirement for the duration of the framework agreement

Schedule of Prices for the Framework Agreement

TONERS

Bidder's name and address:				Prices to be in Mauritian Rupees	Date: _____ Procurement Ref No: RRA/CCO/OAB/ 11 of 2021/2022		
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods and related services	Count ry of Origin	Delivery	Quantity and physical unit*	Unit price including Custom Duties, Import Taxes paid, and inland transportation to convey the goods to final destination	VAT payable per unit of item	Total Price per line item (Col. 5x6)
	EPSON:						
82	Toner Epson LQ2090			96 Units			
83	Epson Ribbon LQ 2180			15 Units			
84	Epson Ribbon LQ 350			19 Units			
	SAMSUNG:						
85	Toner Fax Machine Samsung SCX - 4623F			25 Units			
86	Toner Samsung Ink Pro Express K 503L			2 Units			
87	Toner Samsung 105L			6 Units			
	OTHERS:						
88	Toner TN 2355 MFCL27400W			25 Units			
89	Toner TN 261 MFC9330 cdw			10 Units			
ALL INK AND TONER BOXES TO BEAR ORIGINAL HOLOGRAM PRINT					Sub Total		

Name of Bidder-

Signature of Bidder & Date-

Stamp -

Quantity represent an approximate requirement for the duration of the framework agreement

Schedule of Prices for the Framework Agreement

TONERS/INK

Bidder's name and address:				Prices to be in Mauritian Rupees		Date: _____ Procurement Ref No: RRA/CCO/OAB/ 11 of 2021/2022	
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods and related services	Count ry of Origin	Delivery	Quantity and physical unit*	Unit price including Custom Duties, Import Taxes paid, and inland transportation to convey the goods to final destination	VAT payable per unit of item	Total Price per line item (Col. 5x6)
90	Toner Duplo D14			6 Units			
91	Stencil Duplo D14			6 Units			
92	STENCIL DUPLO DRA116			100 units			
93	Stencil Duplo DRA126			30 Units			
94	INK DUPLO DA14			100 Units			
95	INK DUPLO DA24			25 Units			
ALL INK AND TONER BOXES TO BEAR ORIGINAL HOLOGRAM PRINT					Total Bid Price		

The Total bid price should be carried forward to the Letter of Bid.

Name of Bidder -

Signature of Bidder & Date -

Quantity represents an approximate quantity till the duration of the framework agreement

Manufacturer's Authorization

[The Supplier 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 authorized to sign documents that are binding on the Manufacturer. The Supplier shall include it in its bid, if so indicated in the BDS.]

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

Procurement No.: *[insert: **number**]*

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 Supplier]*** 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 and respective Special Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

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

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

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

REFERENCE SITES

SUPPLIER EXPERIENCE AND CAPABILITY

The "Tables for Reference sites & Profiles of Technical Support Staff" should be completed. Non-submission or incomplete table will entail elimination.

Note:

The Purchaser may carry out the reference site checks for satisfactory services during evaluation process.

REFERENCE SITES

FOR BIDDERS SUBMITTING PRICES FOR STATIONERIES

Experience of supplier. (Suppliers should mandatorily submit all information on customer reference sites as per Tables for Reference sites. Incomplete or non-submission may entail rejection of bid).			
Reference Site	Required	Compliance of Specification Offered	Details of non-compliance if applicable
No. of reference sites where the Bidder has supplied stationeries	Minimum 2 major sites together with testimonials from customers as evidence of satisfactory performance. In case of non-submission of testimonials, reference sites may not be considered		

FOR BIDDERS SUBMITTING PRICES FOR TONERS

Experience of supplier. (Suppliers should mandatorily submit all information on customer reference sites as per Tables for Reference sites. Incomplete or non-submission may entail rejection of bid).			
Reference Site	Required	Compliance of Specification Offered	Details of non-compliance if applicable
No. of reference sites where the Bidder has supplied toners	Minimum 2 major sites together with testimonials from customers as evidence of satisfactory performance. In case of non-submission of testimonials, reference sites may not be considered		

Section III. Schedule of Requirements

Supplementary Information

2. NOTES TO SUPPLIERS ON THE PREPARATION OF SAMPLE FORMS

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

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

In preparing its bid, the Supplier **MUST** ensure all such information is provided.

OVERVIEW

3. SCOPE

The Rodrigues Regional Assembly (RRA), as Lead Organization, intends to establish a framework agreement for the supply and delivery of paper ,toners and stationeries for years 2021-2022.

The items will have to be supplied at the RRA store and its Commissions throughout Rodrigues.

Price quoted should include cost of the item and delivery at the commission issuing the Goods Form 1, taking into consideration any intervention costs in case of review, especially where Toners and drum units have been issued.

4. TECHNICAL SPECIFICATIONS FOR STATIONERY

SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: **RRA/CCO/OAB/ 11 of 2021/2022**

[Bidders should complete columns C and D with the specification of the goods offered. Also state “comply” or “not comply” and give details of any non-compliance/deviation to the specification required. Attach detailed technical literature if required. Authorise the specification offered in the signature block below.

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
1	ENVELOPE POCKET A5 Buff with wording " Rodrigues Regional Assembly"		
2	ENVELOPE A4 Buff with wording " Rodrigues Regional Assembly"		
3	ENVELOPE A3/BAG Buff with wording" Rodrigues Regional Assembly"		
4	ENVELOPE FOOLSCAP Buff with wording " Rodrigues Regional Assembly"		
5	ENVELOPE A5 WHITE		
6	PHOTOCOPY PAPER A4 80G - white		
7	PHOTOCOPY PAPER A3 white		
8	MATT PAPER SHEETS A5 200G - WHITE		
9	Continuous Paper 11 x 14 .5 1 ply		
10	FOOLSCAP BOOK 2 QUIRE		
11	FOOLSCAP BOOK 4 QUIRE		

12	SPIRAL NOTEBOOK A4		
13	SPIRAL NOTEBOOK A5		
14	BLOC NOTE		
15	CARBON PAPER SINGLE SIDED		
16	CARBON PAPER DOUBLE SIDED		
17	STICK ON NOTE LARGE		
18	STICK ON NOTE MEDIUM		
19	STICK ON NOTE (3X2)		
20	PACK FILE CF5		
21	PACK FILE CF8		
22	PERMANENT MARKER ASSORTED COLOURS		
23	WHITE BOARD MARKER		
24	CORRECTION PEN		
25	HIGHLIGHTER PEN		
26	PAPER GLUE 50 ml		
27	GLUE STICK		
28	PAPER CLIPS (28 mm)		
29	PAPER CLIPS (50 mm)		
30	PAPER CLIPS (78 mm)		
31	STAPLER METAL		
32	STAPLES 24/6		
33	PUNCH ONE HOLE		

34	PUNCH TWO HOLES		
35	GREEN TAGS		
36	STAMP PAD		
37	STAMP PAD INK BLUE		
38	PACKING TAPE TRANSPARENT Large		
	Note : Envelopes Buff with print 'RODRIGUES REGIONAL ASSEMBLY' on each.		

Specifications and Compliance Sheet Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:		Company	

5. TECHNICAL SPECIFICATIONS FOR TONERS

SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: **RRA/CCO/OAB/11 of 2021/2022**

[Bidders should complete columns C and D with the specification of the goods offered. Also state “comply” or “not comply” and give details of any non-compliance/deviation to the specification required. Attach detailed technical literature if required. Authorise the specification offered in the signature block below.]

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
	HP:		
1	Toner 05 A		
2	Toner 17A/217A		
3	Drum 19A/ No. 1119A		
4	Toner 26A		
5	Toner 30A		
6	Toner 35A		
7	Toner 53A		
8	Toner 59A		
9	Toner 83A		
10	Toner 85A		

11	Toner 125A (Set: Black, Cyan, Magenta & Yellow)		
12	HP 126A (Set: Black, Cyan, Magenta & Yellow)		
13	HP 128A (Set: Black, Cyan, Magenta & Yellow)		
14	HP 131A (Set: Black, Cyan, Magenta & Yellow)		
15	HP 201A BLACK		
16	HP 201A (Set: Black, Cyan, Yellow & Magenta)		
17	Toner 207A - W2210A - Black		
18	Toner 207A (Set: Black, Cyan, Magenta & Yellow)		
19	HP 305A (Set: Cyan, Yellow & Magenta)		
20	Toner 410A BLACK		
21	Toner 411 A CYAN		
22	Toner 412 A YELLOW		
23	Toner 413 A MAGENTA		
24	Toner 415 A Black		
25	Toner 415 A Set (black/yellow/magenta/cyan)		
26	HP 505A		
27	HP 507A (BLACK, CYAN, YELLOW, MAGENTA)		
28	Toner HP Colour Laserjet CP 1515n (Set: Black, Cyan, Yellow & Magenta)		
29	HP 652 BLACK		
30	HP 652 COLOR		
31	Toner HP 655 Black		
32	Toner for Printer Hp M402 DN		
33	Toner HP M402DW		

34	Toner M102A		
35	Toner for HP Laserjet 3005n		
36	Toner 932 XL Black		
37	Toner 932 XL Magenta		
38	Toner 932 XL Yellow		
39	Toner 932 XL Cyan		
	CANON:		
40	Toner for Canon Image Runner 2630i		
41	Toner 737		
42	Toner 719		
43	Toner canon 052		
44	Toner Canon 054 - Black		
45	Canon cartridge 712 LB 3010		
46	CANON 045 Black		
47	CANON 045 (Set: Black, Cyan, Yellow & Magenta)		
	KYOCERA:		
48	Toner TK 7105 for Task alfa3010i/3011i		
49	Kyocera TK 1150		
50	Kyocera TK5230 Black		
51	Kyocera TK5230 Set		
52	Kyocera TK 7205		
53	KYOCERA TK 475		
54	Toner Kyocera TK Black 8515K		
55	Toner Kyocera Tk 8515C Cyan		
56	Toner Kyocera 8515 M Magenta		
57	Toner Kyocera 8515 Y Yellow		

58	Waste Toner Kyocera Taskalfa 6052		
	RICOH:		
59	STENCIL RICOH DX 2330S		
60	INK RICOH DX 2430		
61	Toner Ricoh MP2501 - Black		
62	Ink Polycopy Machine CP110		
63	Toner for Ricoh Aficio SG 3110 SPNW		
64	Toner for Ricoh Aficio MP 1600		
65	Toner for Ricoh Aficio MP 1900		
	LEXMARK:		
66	Toner E260		
67	Toner Lexmark 51 B5000		
68	Toner Lexmark 50 B5000		
69	Toner Lexmark 50F5000 (MS310,MS312,MS315,MS410,MS415 ,MS510,MS610)		
70	Toner for Lexmark MS 610		
71	Imaging Drum for Lexmark MS 610/ Imaging Unit MS410 dn		
72	Toner Lexmark 24B5875 XS 651, XS 652, XS 654, XS 656, XS 658		
	BROTHER:		
73	Toner Brother J2320 model LC 673 (set: black, yellow, cyan & magenta)		
74	TONER BROTHER - TN 2280		
75	Brother Ink Cartridge LC 57 Set (black/cyan/magenta/yellow)		
	XEROX:		
76	Toner for Xerox Work Centre 3210		
77	Toner Xerox 3240		

78	Xerox Black Toner V80 V180 006R01646		
79	Xerox Cyan Toner V80 V180 006R01647		
80	Xerox Magenta Toner V80 V180 006R01648		
81	Xerox Yellow Toner V80 V180 006R01649		
	EPSON:		
82	Toner Epson LQ2090		
83	Epson Ribbon LQ 2180		
84	Epson Ribbon LQ 350		
	SAMSUNG:		
85	Toner Fax Machine Samsung SCX - 4623F		
86	Toner Samsung Ink Pro Express K 503L		
87	Toner Samsung 105L		
	OTHERS		
88	Toner TN 2355 MFCL27400W		
89	Toner TN 261 MFC9330 cdw		
90	TONER DUPLO D14		
91	Stencil Duplo D14		
92	STENCIL DUPLO DRA116		

93	Stencil Duplo DRA126		
94	INK DUPLO DA14		
95	INK DUPLO DA24		
	INK/TONERS TO BEAR ORIGINAL HOLOGRAM		

Specifications and Compliance Sheet Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:		Company seal	

Section IV. Framework Agreement

DATED _____

(1) RODRIGUES REGIONAL ASSEMBLY (RRA)

AND

(2) [SUPPLIER]

NOTES:

1. This Framework Agreement (including Call-Off Terms and Conditions) are drafted based on the following:
 - a. **The Framework Agreement is a closed framework agreement without second-stage mini-competition;**
2. The Procurement Policy Office has customized the document of the Office of Government Commerce ("OGC") of the United Kingdom to assist the Rodrigues Regional Assembly in procurement of Papers, Toners and other Stationeries.

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THIS AGREEMENT is made on (*date*) :

BETWEEN:-

- (1) The Rodrigues Regional Assembly whose principal place of business is at [Port-Mathurin, Rodrigues] (the "**RRA**")¹; and
- (2) (the "**Supplier**") [] whose registered address is at []

BACKGROUND

- (A) The Rodrigues Regional Assembly invited bids through an Open Advertised Bidding method **PROCUREMENT REFERENCE No RRA/CCO/OAB/ 11 of 2021/2022** for participation of eligible suppliers in this Framework agreement on 28 March 2022 through newspapers and public procurement portal for the provision of Photocopy paper, stationeries and toners for year 2021-2022.
- (B) The Supplier submitted bids on **[DATE]**² in response to the invitation for Framework agreement (IFA)
- (E) On the basis of the Supplier's bids, the Rodrigues Regional Assembly selected the Supplier to enter a framework agreement to provide [Stationeries/Toners] on a call-off basis to Rodrigues Regional Assembly and its Commissions in accordance with this Framework Agreement.
- (F) This Framework Agreement sets out the award and ordering procedure for **Supply of papers, toners, and other stationeries** which may be required by the Rodrigues Regional Assembly and its Commissions, the main terms and conditions for any Call-Off Contract which the Rodrigues Regional Assembly and its Commissions may conclude, and the obligations of the Supplier during and after the term of this Framework Agreement.

¹ Insert name and address of RRA.

² To be inserted.

IT IS AGREED as follows:-

1. **INTERPRETATION**

1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings:-

"Approval"	means the prior written approval of the RRA
"Award Criteria"	means the Standard Goods Award Criteria
"Call-Off Contract"	means the legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Goods made between a Contracting Body and the Supplier comprising an Order Form and the Call-Off Terms and Conditions as may be amended
"Call-Off Terms and Conditions"	means the terms and conditions in Schedule 5
"Commencement Date"	means [.....insert date of framework agreement] ³
"Complaint"	means any formal complaint raised by the Rodrigues Regional Assembly in relation to the performance of the Framework Agreement or any Call-Off Contract
"Contracting body"	means the RRA or any of its Commissions
"Framework Agreement"	means this agreement and all Schedules to this agreement
"Goods"	means goods referred to in Schedule 1
"Goods Framework Lots"	means the lots described in the Schedule of Requirements and referred to in Schedule 1
"Goods Framework Suppliers"	means the suppliers appointed as Framework Agreement suppliers under the Framework Agreement
"IFA"	means the invitation for framework agreement issued by the Rodrigues Regional Assembly on []
"Law"	means any applicable Acts in Mauritius
"Lead Organisation"	means the Rodrigues Regional Assembly which is responsible for managing the framework agreement
"Material Default"	means any breach of [Clause 6 (Award Procedures), Clause 10 (Statutory Requirements), Clause 11 (Provision of Management Information), and Clause 15 (Transfer and Sub-contracting)] ⁴

³ To be inserted.

⁴ Lead RRA to consider definition of material default in relation to their particular procurement.

"Month"	means a calendar month
"Order"	means a purchase order for Goods served by the Contracting Body on the Supplier in accordance with Clause 6 Ordering and Award Procedures
"Order Form"	means a document setting out details of a purchase Order in the form set out in Schedule 4
"Ordering Procedures"	means the ordering and award procedures specified in Clause 6
"Other Contracting Bodies"	means all Commissions except the Rodrigues Regional Assembly
"Party"	means the Rodrigues Regional Assembly, its Commissions and/or the Supplier
"Bid"	means the bid submitted by the Supplier to the Rodrigues Regional Assembly on [] ⁵
"Supplier's Lots"	means the lots which the Supplier has been appointed to under this Framework Agreement as set out in Schedule 1
"Staff"	means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and sub-suppliers used in the performance of its obligations under this Framework Agreement or Call-Off Contracts
"Award Criteria"	means the award criteria to be applied for the award of Call-Off Contracts as set out in Schedule 2
"Term"	means the period commencing on the Commencement Date and ending on [<i>insert end date of framework agreement</i>] or on earlier termination of this Framework Agreement
"Working Days"	means any day other than a Saturday, Sunday or public holiday in Mauritius
"Year"	means a calendar year

1.2 The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:-

- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.2.2 words importing the masculine include the feminine and the neuter;
- 1.2.3 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- 1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.2.5 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order,

⁵ To be inserted.

regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

- 1.2.6 headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
- 1.2.7 references in this Framework Agreement to any Clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or schedule to this Framework Agreement so numbered;
- 1.2.8 references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework Agreement so numbered;
- 1.2.9 reference to a Clause is a reference to the whole of that clause unless stated otherwise; and
- 1.2.10 in the event and to the extent only of any conflict between the Clauses and the remainder of the Schedules, the Clauses shall prevail over the remainder of the Schedules.

PART ONE: FRAMEWORK AGREEMENT AND AWARD PROCEDURE

2. **TERM OF FRAMEWORK AGREEMENT**

The Framework Agreement shall take effect on the Commencement Date mentioned in the contract, and (unless it is otherwise terminated in accordance with the terms of this Framework Agreement or it is otherwise lawfully terminated) shall terminate at the end of the Term.

3. **SCOPE OF FRAMEWORK AGREEMENT**

- 3.1 This Framework Agreement governs the relationship between the Rodrigues Regional Assembly (RRA) and the Supplier in respect of the supply of goods approved on the supplier's behalf for the period mentioned in the contract. year 2020-2021 to the Rodrigues Regional Assembly and its Commissions.
- 3.2 The Rodrigues Regional Assembly and its Commissions will from time to time order Goods from the Supplier in accordance with the Ordering Procedure during the Term.
- 3.3 The Supplier acknowledges that there is **no obligation** for the Rodrigues Regional Assembly or its Commissions to purchase any Goods from the Supplier during the Term. However, the Rodrigues Regional Assembly and its Commissions will endeavour to purchase at least 75 % of the quantity specified in the bidding document.
- 3.4 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Rodrigues Regional Assembly and any Contracting body in respect of the total quantities or values of the Goods to be ordered by pursuant to this Framework Agreement and the Supplier acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation.

4. **SUPPLIER'S APPOINTMENT**

The Rodrigues Regional Assembly appoints the framework Supplier as a potential supplier of the Goods referred to in the Supplier's Lots and the Supplier shall be eligible to be considered for the award of Orders for such Goods by the Rodrigues Regional Assembly and any of its commission during the Term.

Awards under the Framework Agreement

- 4.1 If any Commission decides to source Goods for a value not exceeding Rs 200,000 during the period of the Framework Agreement then it may:-

6.1.1 award directly to the successful Framework supplier, who has been selected to provide **Photocopy paper, stationeries and toners** during the period of the Framework Agreement .

Procedure for award

- 4.2 The Contracting body ordering Goods under the Framework Agreement during period of the framework agreement shall:-

- 4.2.1 identify the relevant Goods Framework Lot which its Goods requirements fall into;
- 4.2.2 identify the successful Supplier selected to provide the Goods;
- 4.2.3 award its Goods requirement to the selected Goods Framework Supplier;
- 4.2.4 place an Order through Goods Form 1, with the successful Framework Supplier which:-
 - 1. states the Goods requirements;
 - 2. states the price in accordance with the Schedule of Prices; and
 - 3. incorporates the Call-Off Terms and Conditions
 - 4. Copy the order form to the Rodrigues Regional Assembly

- 4.3 Notwithstanding the fact that the Contracting Body has followed the procedure set out above in this Clause 6, the Contracting Body shall be entitled at all times to decline to make an award.

Nothing in this Framework Agreement shall oblige the RRA to place any Order.

Individual Responsibility for Awards

- 4.4 The Supplier acknowledges that each Commission is independently responsible for the conduct of its award of Call-Off Contracts under the Framework Agreement and that the Rodrigues Regional Assembly is not responsible or accountable for and shall have no liability whatsoever in relation to:-

- 4.4.1 the conduct of Other commissions in relation to the Framework Agreement; or

- 4.4.2 the performance or non-performance of any Call-Off Contract between the Supplier and Other Commissions entered into pursuant to the Framework Agreement.

Form of Order

- 4.5 Subject to Clauses 6.1 to 6.6 above, the Rodrigues Regional Assembly or any Contracting body may place an Order with the Supplier by serving an order in writing in substantially the form set out in Schedule 4.
- 4.6 The Order constitutes an offer by the Contracting Body to purchase the Goods subject to the terms and conditions of the Call Off Contract.

Accepting and Declining Orders and to participate in mini-competition

- 4.7 If the Supplier fails to accept an award, then this Supplier may be subject to disqualification by the Procurement Policy Office and the offer from the Contracting Body to the Supplier shall lapse.
- 4.8 The Supplier shall enter a Call-Off Contract with the Contracting Body for the provision of Goods referred to in Order. A Call-Off Contract shall be formed on the Contracting Body's receipt of the signed Order Form provided by the Supplier.

PART TWO: SUPPLIER'S GENERAL FRAMEWORK OBLIGATIONS

5. WARRANTIES AND REPRESENTATIONS

- 5.1 The Supplier warrants and represents to the RRA that:-
- 5.1.1 it has full capacity and all necessary consents to enter into and to perform its obligations under this Framework Agreement;
 - 5.1.2 this Framework Agreement is executed by a duly authorised representative of the Supplier;
 - 5.1.3 in entering into this Framework Agreement or any Call-Off Contract it has not committed any Fraud;
 - 5.1.4 as at the Commencement Date, all information, statements and representations contained in the bid are true, accurate and not misleading save as may have been specifically disclosed in writing to the RRA prior to the execution of this Framework Agreement and it will promptly advise the RRA of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;
 - 5.1.5 it has not entered into any agreement with any other person with the aim of preventing bids or proposals being made or as to the fixing or adjusting of the amount of any bid or proposal or the conditions on which any bid or proposal is made in respect of the Framework Agreement;
 - 5.1.6 it has not caused or induced any person to enter such agreement referred to in Clause 8.1.5 above;
 - 5.1.7 it has not offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having

done or causing or having caused to be done any act or omission in relation to any other bid or under the Framework;

- 5.1.8 it has not committed any offence under the Prevention of Corruption Act 2002;
- 5.1.9 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might affect its ability to perform its obligations under this Framework Agreement and any Call-Off Contract which may be entered into with the RRA;
- 5.1.10 it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Call-Off Contract which may be entered into with the RRA;
- 5.1.11 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue.

6. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

- 6.1 If the Supplier, its Staff or any person acting on the Supplier's behalf commits any offence under the Prevention of Corruption Acts 2002, the Rodrigues Regional Assembly may:-
 - 6.1.1 terminate the Framework Agreement with immediate effect by giving notice in writing to the Supplier and recover from the Supplier the amount of any loss suffered by the Rodrigues Regional Assembly resulting from the termination; or
 - 6.1.2 recover in full from the Supplier and the Supplier shall indemnify the Rodrigues Regional Assembly in full from and against any other loss sustained by the RRA in consequence of any breach of this clause, whether or not the Framework Agreement has been terminated.

7. PRICES FOR GOODS

- 7.1 The prices offered by the Supplier for Call Off Contracts to the Rodrigues Regional Assembly and any Contracting Body for the Goods shall be the prices listed in the Schedule of Price for the relevant Supplier's Lot for the period of the framework agreement.

8. STATUTORY REQUIREMENTS

The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Call-Off Contract.

PART THREE: SUPPLIER'S INFORMATION OBLIGATIONS

9. PROVISION OF MANAGEMENT INFORMATION

- 9.1 The Supplier shall submit Management Information to the Rodrigues Regional Assembly in the form to be decided by the Rodrigues Regional Assembly throughout the Term in respect of any Call-Off Contract entered into with any Contracting Body.
- 9.2 The Rodrigues Regional Assembly may share the Management Information supplied by the Supplier with any Contracting Body.

PART FOUR: FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION

10. TERMINATION

Termination on Default

- 10.1 The Rodrigues Regional Assembly (RRA) may terminate the Framework Agreement by serving written notice on the Supplier with effect from the date specified in such notice:-

- 10.1.1 where the Supplier commits a Material Default and:-

1. the Supplier has not remedied the Material Default to the satisfaction of the Rodrigues Regional Assembly within thirty (30) Days; or
2. the Material Default is not, in the reasonable opinion of the RRA, capable of remedy.

- 10.1.2 where the Supplier has failed to accept an award made to him from any Contracting Body, including the Lead Organisation for unjustifiable reasons.

- 10.1.3 Where the Supplier has supplied goods under the framework agreement, which repeatedly requires supplier interventions.

Termination on Financial Standing

- 10.2 The RRA may terminate the Framework Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice where (in the reasonable opinion of the RRA), there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which adversely impacts on the Supplier's ability to supply Goods under this Framework Agreement.

Termination on Insolvency and Change of Control

- 10.3 The Rodrigues Regional Assembly may terminate this Framework Agreement with immediate effect by notice in writing where the Supplier becomes insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Rodrigues Regional Assembly.
- 10.4 The Supplier shall notify the Rodrigues Regional Assembly immediately if the Supplier undergoes a change of control. The Rodrigues Regional Assembly may terminate the Framework Agreement by giving notice in writing to the Supplier with immediate effect within six (6) Months of:-

10.4.1 being notified that a Change of Control has occurred; or

10.4.2 where no notification has been made, the date that the RRA becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

Termination for convenience by RRA

10.5 The Rodrigues Regional Assembly shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving one month written notice to the Supplier.

11. SUSPENSION OF SUPPLIER'S APPOINTMENT

Without prejudice to the RRA's rights to terminate the Framework Agreement in Clause 12 above, if a right to terminate this Framework Agreement arises in accordance with Clause 12, the Rodrigues Regional Assembly may suspend the Supplier's appointment to supply Goods in any or all Supplier's Lots by giving notice in writing to the Supplier. If the Rodrigues Regional Assembly provides notice to the Supplier, the Supplier's appointment shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Rodrigues Regional Assembly in writing from time to time.

12. CONSEQUENCES OF TERMINATION AND EXPIRY

12.1 Notwithstanding the service of a notice to terminate the Framework Agreement, the Supplier shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required.

12.2 Termination or expiry of the Framework Agreement shall not cause any Call-Off Contracts to terminate automatically. For the avoidance of doubt, all Call-Off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.

PART FIVE: LIABILITY

13. TRANSFER AND SUB-CONTRACTING

13.1 The Framework Agreement is personal to the Supplier and the Supplier shall not assign, novate or otherwise dispose of the Framework Agreement or any part thereof without the previous consent in writing of the Rodrigues Regional Assembly. The Supplier shall not be entitled to sub-contract any of its rights or obligations under this Framework Agreement.

14. NOTICES

14.1 Except as otherwise expressly provided within this Framework Agreement, no notice or other communication from one Party to the other shall have any validity under the Framework Agreement unless made in writing by or on behalf of the Party sending the communication.

14.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or courier), by facsimile transmission or electronic mail (confirmed in either case by letter). Provided the relevant communication is not returned as undelivered, the notice or communication shall be

deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

14.3 For the purposes of notices, the address of each Party shall be:⁶

14.3.1 For the Rodrigues Regional Assembly(RRA):-

Address: Rodrigues Regional Assembly,

Rodrigues Administration

Port-Mathurin, Rodrigues

To the attention of: The Island Chief Executive

Tel: 831 - 2059

Fax: 831- 2128

Email: iceoff@intnet.mu

14.3.2 For the Supplier:-

[] ⁷

Address:

To the attention of:

Tel:

Fax:

Email:

14.4 Either Party may change its address for service by serving a notice in accordance with this Clause.

15. COMPLAINTS HANDLING AND RESOLUTION

15.1 The Supplier shall notify the Rodrigues Regional Assembly of any Complaint made by the Contracting body within [two (2)] Working Days of becoming aware of that Complaint and such notice shall contain full details of the Supplier's plans to resolve such Complaint.

15.2 Without prejudice to any rights and remedies that a complainant may have at Law, including under the Framework Agreement or a Call-Off Contract, and without prejudice to any obligation of the Supplier to take remedial action under the provisions of the Framework Agreement or a Call-Off Contract, the Supplier shall use its best endeavours to resolve the Complaint within [ten (10)] Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

15.3 Within [two (2)] Days of a request by the Rodrigues Regional Assembly, the Supplier shall provide full details of a Complaint to the Rodrigues Regional Assembly, including details of steps taken to its resolution.]⁸

⁶ To be inserted.

⁷ Insert role.

16. **DISPUTE RESOLUTION**

18.1 The Parties shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the framework agreement.

18.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either Party may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under any Contract under the framework agreement. Arbitration proceedings shall be conducted in accordance with the laws of Mauritius.

19.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any money due the Supplier.

17. **LAW AND JURISDICTION**

The Law of Mauritius shall be applicable under the Mauritian jurisdiction.

SIGNED by or on behalf of the Parties on the date which first appears in the Framework Agreement

SIGNED by)

)

for and on behalf of the Rodrigues Regional)

Assembly)

⁸ Lead RRA to consider whether it wants to have an active role in complaints handling.

SIGNED by)
)
for and on behalf of the Supplier)
(Director)	

SCHEDULE 1
GOODS FRAMEWORK AND SHORTLISTED SUPPLIERS

	Supplier
Stationeries	
Toners	

SCHEDULE 2

AWARD CRITERIA

The award of orders will be made to the supplier/s who has been selected for provision of the goods under the framework agreement.

A Contracting Body shall place the order for their respective requirement for Stationeries and/or Toners through Purchase Orders.

No Purchase Order shall exceed Rs 200,000.

SCHEDULE 3**PRICING MATRICES****INSERT RATES SUBMITTED BY SUPPLIER'S BIDS FOR EACH ITEM****STATIONERIES**

NAME OF SELECTED BIDDER:

Sn	Item description	Quoted price
1	ENVELOPE POCKET A5 162 mm x 229 mm	
2	ENVELOPE A4 229 mm x 324 mm	
3	ENVELOPE A3/BAG 324 mm x 458 mm	
4	ENVELOPE FOOLSCAP 102 mm x 229 mm	
5	WHITE ENVELOPE A5	
6	PHOTOCOPY PAPER A4 80 gms Vacuum sealed Colour White	
7	PHOTOCOPY PAPER A3 Vacuum sealed Colour White	
8	WHITE MATT PAPER SHEETS A5 200G	
9	Continuous Paper 11 x 14 .5 1 ply	
10	FOOLSCAP BOOK 2 QUIRE	
11	FOOLSCAP BOOK 4 QUIRE	
12	SPIRAL NOTEBOOK A4	
13	SPIRAL NOTEBOOK A5	
14	BLOC NOTE	
15	CARBON PAPER SINGLE SIDED	
16	CARBON PAPER DOUBLE SIDED	

17	STICK ON NOTE LARGE	
18	STICK ON NOTE MEDIUM	
19	STICK ON NOTE (3X2)	
20	PACK FILE CF5	
21	PACK FILE CF8	
22	PERMANENT MARKER ASSORTED COLOURS	
23	WHITE BOARD MARKER	
24	CORRECTION PEN	
25	HIGHLIGHTER PEN	
26	PAPER GLUE 50 ml	
27	GLUE STICK	
28	PAPER CLIPS (28 mm)	
29	PAPER CLIPS (50 mm)	
30	PAPER CLIPS (78 mm)	
31	STAPLER	
32	STAPLES 24/6	
33	PUNCH ONE HOLE	
34	PUNCH TWO HOLES	
35	GREEN TAGS	
36	STAMP PAD	
37	STAMP PAD INK BLUE	
38	PACKING TAPE TRANSPARENT LARGE	

TONERS

NAME OF SELECTED BIDDER:

Sn	Item description	Quoted price
	HP:	
1	Toner 05 A	
2	Toner 17A/217A	
3	Drum 19A/ No. 1119A	
4	Toner 26A	
5	Toner 30A	
6	Toner 35A	
7	Toner 53A	
8	Toner 59A	
9	Toner 83A	
10	Toner 85A	
11	Toner 125A (Set: Black, Cyan, Magenta & Yellow)	
12	HP 126A (Set: Black, Cyan, Magenta & Yellow)	
13	HP 128A (Set: Black, Cyan, Magenta & Yellow)	
14	HP 131A (Set: Black, Cyan, Magenta & Yellow)	
15	HP 201A BLACK	
16	HP 201A (Set: Black, Cyan, Yellow & Magenta)	
17	Toner 207A - W2210A - Black	
18	Toner 207A (Set: Black, Cyan, Magenta & Yellow)	

19	HP 305A (Set: Cyan, Yellow & Magenta)	
20	Toner 410A BLACK	
21	Toner 411 A CYAN	
22	Toner 412 A YELLOW	
23	Toner 413 A MAGENTA	
24	Toner 415 A Black	
25	Toner 415 A Set (black/yellow/magenta/cyan)	
26	HP 505A	
27	HP 507A (BLACK, CYAN, YELLOW, MAGENTA)	
28	Toner HP Colour Laserjet CP 1515n (Set: Black, Cyan, Yellow & Magenta)	
29	HP 652 BLACK	
30	HP 652 COLOR	
31	Toner HP 655 Black	
32	Toner for Printer Hp M402 DN	
33	Toner HP M402DW	
34	Toner M102A	
35	Toner for HP Laserjet 3005n	
36	Toner 932 XL Black	
37	Toner 932 XL Magenta	
38	Toner 932 XL Yellow	
39	Toner 932 XL Cyan	
	CANON:	
40	Toner for Canon Image Runner 2630i	

41	Toner 737	
42	Toner 719	
43	Toner canon 052	
44	Toner Canon 054 - Black	
45	Canon cartridge 712 LB 3010	
46	CANON 045 Black	
47	CANON 045 (Set: Black, Cyan, Yellow & Magenta)	
	KYOCERA:	
48	Toner TK 7105 for Task alfa3010i/3011i	
49	Kyocera TK 1150	
50	Kyocera TK5230 Black	
51	Kyocera TK5230 Set	
52	Kyocera TK 7205	
53	KYOCERA TK 475	
54	Toner Kyocera TK Black 8515K	
55	Toner Kyocera Tk 8515C Cyan	
56	Toner Kyocera 8515 M Magenta	
57	Toner Kyocera 8515 Y Yellow	
58	Waste Toner Kyocera Taskalfa 6052	
	RICOH:	
59	STENCIL RICOH DX 2330S	
60	INK RICOH DX 2430	
61	Toner Ricoh MP2501 - Black	

62	Ink Polycopy Machine CP110	
63	Toner for Ricoh Aficio SG 3110 SPNW	
64	Toner for Ricoh Aficio MP 1600	
65	Toner for Ricoh Aficio MP 1900	
	LEXMARK:	
66	Toner E260	
67	Toner Lexmark 51 B5000	
68	Toner Lexmark 50 B5000	
69	Toner Lexmark 50F5000 (MS310,MS312,MS315,MS410,MS415,MS510,MS610)	
70	Toner for Lexmark MS 610	
71	Imaging Drum for Lexmark MS 610/ Imaging Unit MS410 dn	
72	Toner Lexmark 24B5875 XS 651, XS 652, XS 654, XS 656, XS 658	
	BROTHER:	
73	Toner Brother J2320 model LC 673 (set: black, yellow, cyan & magenta)	
74	TONER BROTHER - TN 2280	
75	Brother Ink Cartridge LC 57 Set (black/cyan/magenta/yellow)	
	XEROX:	
76	Toner for Xerox Work Centre 3210	
77	Toner Xerox 3240	
78	Xerox Black Toner V80 V180 006R01646	
79	Xerox Cyan Toner V80 V180 006R01647	

80	Xerox Magenta Toner V80 V180 006R01648	
81	Xerox Yellow Toner V80 V180 006R01649	
	EPSON:	
82	Toner Epson LQ2090	
83	Epson Ribbon LQ 2180	
84	Epson Ribbon LQ 350	
	SAMSUNG:	
85	Toner Fax Machine Samsung SCX - 4623F	
86	Toner Samsung Ink Pro Express K 503L	
87	Toner Samsung 105L	
	OTHERS:	
88	Toner TN 2355 MFCL27400W	
89	Toner TN 261 MFC9330 cdw	
90	Toner Duplo D14	
91	Stencil Duplo D14	
92	STENCIL DUPLO DRA116	
93	STENCIL DUPLO DRA126	
94	INK DUPLO DA14	
95	INK DUPLO DA24	

SCHEDULE 4

ORDER FORM

Rodrigues Regional Assembly (RRA) and its Commissions shall place orders using the Goods Form 1 drawn in the name of the approved supplier.

SCHEDULE 5

CONDITIONS OF CONTRACT

Contracting Bodies shall procure goods through Goods Form 1 in accordance with the terms and conditions of the Framework Agreement. The Order shall constitute a contract between the contracting body and the supplier as per the terms and conditions contained in section III – Schedule of requirements, the General Conditions of Contract (GCC) Goods with reference number: (Ref: G/RFQ-GCC4/10-20) available on PPO website www.ppo.govmu.org and the Special Conditions of contract as listed hereunder, which may be amended in respect of each order.

SPECIAL CONDITIONS CONTRACT (FRAMEWORK AGREEMENT)

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

GCC 1.1(h)	The Purchaser is : The Rodrigues Regional Assembly (RRA) or its Commissions
GCC 1.1 (m)	The Final Destination is : <i>The Rodrigues Regional Assembly (RRA) Chief Commissioners Office and Any Commissions confirming orders through issue of Goods Form 1.</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms 2010.
GCC 8.1	For all <u>notices</u> , the Public Body's address shall be: The Island Chief Executive Rodrigues Regional Assembly Rodrigues Administration Port Mathurin, Rodrigues Electronic mail address : to be indicated when applicable.
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: In the case of a dispute between the Purchaser and a Supplier who is a

	national of Mauritius, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Mauritius.
GCC 13.1	<p>The Purchaser expects to have the equipment delivered and commissioned from call-off date as follows:</p> <p>Stationeries and Toners</p> <p>For a purchase order of less than 10 units per item: within two (2) weeks</p> <p>For a purchase order between 11 to 50 units per item: within four (4) weeks</p> <p>For a purchase order of between 51 to 100 units per item: within six (6) weeks from submission of purchase order</p> <p>For a purchase order of above 100 units per item: within eight (8) weeks from submission of purchase order</p>
GCC 15.1	<p>The prices shall be charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.</p> <p>Price will remain the same as per quotation regardless of the quantity ordered.</p>
GCC 16.1	<p>The structure of payment will be as follows:</p> <p>For an order supported by Goods Form 1 :</p> <p>100% of the contract value after successful delivery.</p>
GCC 16.4 (b)	Suppliers shall be paid in Mauritian Rupees only. The prices shall not be adjustable to fluctuation in the rate of exchange.
GCC 25.1	It is the responsibility of the supplier to deliver the goods at the premises of the purchaser.
GCC 26.1	The testing and commissioning will be carried out by the purchaser.
GCC 26.2	Commissioning will be done at place of delivery.
GCC 27.1	<p>For each purchase order, the liquidated damage shall be 1% of the value of the Purchase Order of undelivered items per week or part thereof</p> <p>The maximum amount of liquidated damages shall be: 10 % of the value of the Purchase Order</p>
GCC 28.3	Warranty period to be specify by bidders as applicable.