

OUTER ISLANDS DEVELOPMENT CORPORATION

BIDDING DOCUMENTS

Issued on: 11TH April 2022

for

*Procurement of
Transport facilities for collection of goods
for shipment to Agalega*

Procurement Reference No: OAB/OIDC/01/2021-22

Employer: *Outer Islands Development Corporation*

*2nd Floor, Ken Lee Building,
Edith Cavell Street,
PORT-LOUIS*

*Tel. No. : 210-7799/98
Fax No.: 210-7092*

OUTER ISLANDS DEVELOPMENT CORPORATION

Letter of Invitation

[Procurement Reference Number]: OAB/OIDC/01/2021-22

11th April 2022

Dear Sirs,

Invitation for Bids for Transport Facilities for Collection of Goods for Shipment to Agalega

The Outer Islands Development Corporation invites you to submit your best bid for the services described in detail hereunder. Any resulting contract shall be subject to the terms and conditions referred to in the document.

Queries, if any, should be addressed to *The General Manager, Outer Islands Development Corporation, 2nd floor, Ken Lee Building, Edith Cavell Street, Port- Louis* . Telephone Number: 210-7798/99, Fax: 210-7092, email address : oidcgm@intnet.mu

Please prepare and submit your bid in accordance with the instructions given.

SECTION I: INVITATION FOR BIDS

1. Preparation of Bids

You are requested to quote for the services mentioned in Section III by completing, signing and returning:

- (a) the Quotation Letter in Section II with its annex for Bid Securing Declaration, where applicable;
- (b) the Priced Activity Schedule in Section IV;
- (c) the Specifications and Performance Standards Compliance Sheet in Section V; and;
- (d) any other attachment as deemed appropriate.

You are advised to carefully read the complete Invitations for Bids document, including the Special Conditions of Contract in Section VII, before preparing your bid. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

2. Documents to be submitted:

- (a) Company profile and past experience in case of Companies
- (b) Documentary evidence to establish that bidders are owners of their lorries.

3. Validity of Bids

The Bid validity shall be **90** days from the date of bid submission deadline.

4. Services Completion Period

The services will be required for a period of 2 years effective as from mid-May 2022.

5. Sealing and Marking of Bids

Bids should be sealed in a single envelope, clearly marked with the Procurement Reference Number and addressed to the Public Body with the Bidder's name at the back of the envelope.

6. Submission of Bids

Bids should be deposited in the Bid/Tender Box located at ***2nd floor, Ken Lee Building, Edith Cavell Street, Port- Louis***, not later than ***12th May 2022 by 10:00 hours at latest.*** Bids by post or hand delivered should reach *Outer Islands Development Corporation, 2nd floor, Ken Lee Building, Edith Cavell Street, Port- Louis* by the same date and time at latest. Late submissions will be rejected.

Bids received by e-mail will not be considered.

7. **Opening of Bids**

Bids will be opened by the *Outer Islands Development Corporation at 2nd floor, Ken Lee Building, Edith Cavell Street, Port- Louis* **on the same date at 10:05 hrs..** Bidders or their representatives may attend the Bid Opening, if they choose to do so.

8. **Evaluation of Bids**

The **Outer Islands Development Corporation** shall have the right to request for clarifications during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost, to determine the lowest evaluated bid.

9. **Eligibility Criteria**

To be eligible to participate in this bid exercise, you should:

- (a) have the legal capacity to enter into a contract to execute the services;
- (b) not be insolvent, in receivership, bankrupt, subject to legal proceedings for any of these circumstances or in the process of being wound up;
- (c) not have had your business activities suspended;
- (d) not have a conflict of interest in relation to this procurement requirement;
- (e) have a valid trading Licence; and
- (f) have Business Registration Card.

The Public Body may choose to request any Bidder to substantiate compliance with these criteria.

10. **Scope of Services, Specifications and Performance Standards**

The Scope of Services and Performance standards detailed in Sections III and V are to be complied with.

11. **Prices and Currency of Payment**

Prices for the execution of services shall be fixed in Mauritian Rupees as quoted. Bids shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the services, and shall include all duties. The whole cost of performing the services shall be included in the items stated, and the cost of any incidental services shall be deemed to be included in the prices quoted.

12. **Bid Security/Bid-Securing Declaration**

Bidders are required to *subscribe to a Bid Securing Declaration* for this procurement process.

13. **Award of Contract**

The Bidder having submitted the lowest evaluated responsive bid and qualified to perform the services shall be selected for award of contract. Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract.

14. Notification of Award and Debriefing

The Public Body shall after award of contract, exceeding Rs 1 million, promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount.

Furthermore, the Public Body shall attend to all requests for debriefing for contract exceeding Rs 1 million, made in writing within 30 days the unsuccessful bidders are informed of the award.

15. Integrity Clause

The Public Body commits itself to take all measures necessary to prevent corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

17. Rights of Public Body

The *Outer Islands Development Corporation* reserves the right to accept or reject any bid or to cancel the bidding process and reject all bids at any time prior to contract award.

SECTION II: BID LETTER

(to be completed by Bidders)

*[Complete this form with all the requested details and submit it as the first page of your quotation with the Priced Activity schedule and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of this bidding document prevail over any attachments. **If your bid is not authorised, it may be rejected.**]*

| | |
|---|---|
| Quotation Addressed to : <i>[Name of Public Body]</i> : | Outer Islands Development Corporation |
| Procurement Reference Number: | OAB/OIDC/01/2021-22 |
| Subject matter of Procurement: | <u>Transport Facilities for Collection of Goods for Shipment to Agalega</u> |

- (a) We offer to provide the services detailed in the Scope of Service, in accordance with the terms and conditions stated in your Invitation for Bids referenced above.
- (b) We confirm that we are eligible to participate in this Bidding exercise and meet the eligibility criteria specified in Section 1: Invitation for Bids.
- (c) We undertake to abide by the Conduct of Bidders and Suppliers as provided under section 52 of Public Procurement Act during the procurement process and the execution of any resulting contract.
- (d) We have read and understood the content of the Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription shall be construed as a Bid Securing Declaration which could lead to disqualification on the grounds mentioned in the BSD. *[Public Body shall delete this paragraph in case no security is required or re-write the paragraph accordingly in case a Bid Security is requested].*
- (e) The validity period of our bid is 90 days from the date of the bid submission deadline.
- (f) We confirm that the prices quoted in the Priced Activity Schedule are fixed and firm and will not be subject to revision or variation, if we are awarded the contract **prior to the expiry date** of the bid validity.
- (g) The services will commence within 5 days from date of issue of Purchase Order/ Letter of Acceptance.
- (h) The contract will be for a period of two years effective from mid-May 2022.
- (i) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption during our participation in the bidding process and we commit ourselves to observe the same principles if awarded the contract and during its execution.

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

Bid Authorised By:

| | | | |
|---|--|----------------------------|------------|
| Name of Bidder | | Company's Address and seal | |
| Contact Person | | | |
| Name of Person Authorising the Quotation: | | Position: | Signature: |
| Date | | Phone No./E-mail | |

[Public Body to delete this Form if a Bid Security is requested]

Appendix to Bid Letter

BID SECURING DECLARATION

By subscribing to the undertaking in Bid Letter:

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 bidding 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 me/us in the Bid Letter;
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.

* To delete as appropriate.

SECTION III: SCOPE OF SERVICES

OUTER ISLANDS DEVELOPMENT CORPORATION

SECTION III : Scope of Service

Transport facilities for collection of goods for shipment to Agalega

The Outer Islands Development Corporation is responsible for the day to day management of Agalega Islands. One of the activities of the Corporation is the shipment of all food items, building materials etc. from Mauritius to Agalega. As such the services of owner of lorries is required for collection of goods from different suppliers /at different places mainly in vicinity of Port – Louis and lower Plaine Wilhems regions and bringing the collected goods at our warehouse which is situated at Les Guibies, Pailles (Ex. DWC building) for stuffing in containers. We undertake four (4) shipment of cargo to Agalega yearly during the following period.

| | | |
|-------|----------------------|---------------------|
| (i) | 1 st Trip | February / March |
| (ii) | 2 nd Trip | May / June |
| (iii) | 3 rd Trip | August / September |
| (iv) | 4 th Trip | November / December |

Furthermore, bidders are also required to provide their lorry for transport of return cargo received from Agalega after arrival of the vessel during the above mentioned period from Port Area/ACS to our store at Pailles..

The exact number of days for which the services will be required will depend on the volume of cargo for shipment but will normally be for a period of around 10 to 15 days per shipment. However, payment will be made on the exact number of days during which the service provider has put his lorry to the disposition of the Corporation for collection of the goods.

Bidders are requested to quote for their daily rate (daily from 09:00 hours to 15:00 hours)

➤ **Type of lorry required to collect the goods**

One lorry capacity about 5 tons with driver and helpers .

➤ **Contract period**

The contract will be for a period of 2 years effective as from the mid-May 2022.

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: AOB/OIDC/01/2021-22

[Complete the unit and total prices for each item listed below and the currency of your bid. Authorise the prices quoted in the signature block below. The table shown hereunder may be customized as per the type of services required].

Currency of Bid: MUR

| Item No | Brief Description of Services | Quantity | Unit of Measure | Unit Price | Total Price |
|---|--|----------|-----------------|-------------------------------|-------------|
| A* | B* | C* | D* | E | F |
| 1 | Charges for lease of lorry capacity 5.0 tons to collect cargo for shipment to Agalega as per detailed specification at Section III – Scope of Services | 1 | Day | | |
| <i>Enter 0% VAT rate if VAT exempt.</i> | | | | Other additional costs | |
| | | | | Subtotal | |
| | | | | VAT @ % | |
| | | | | Total | |

* Columns A to D to be completed as applicable by Public Body

Priced Activity Schedule Authorised By:

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

SECTION V: SPECIFICATIONS AND PERFORMANCE STANDARDS COMPLIANCE SHEET

Procurement Reference Number: **AOB/OIDC/01/2021-22**

[Bidders should complete columns C and D with the specification of the services 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 | Specifications and Performance Required | Compliance of Specifications and Performance Offered | Details of Non-Compliance/ Deviation (if applicable) |
|-----------|--|--|--|
| <i>A*</i> | <i>B*</i> | <i>C</i> | <i>D</i> |
| 1 | Collection of goods from different suppliers from different places mainly in the vicinity of Port Louis and lower Plaines Williems regions and bringing the collected goods to our Warehouse which is situated at Les Guibeas, Le Pailles-Ex DWC lane. | | |

* Columns A and B to be completed by Public Body.

Specifications and Performance Standards Compliance Sheet Authorised By:

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

SECTION VI: CONTRACT AGREEMENT AND GENERAL CONDITIONS OF CONTRACT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) (Ref: NCS/RFQ-GCC14/11-21)^{1*} for Procurement of Services (available on website ppo.govmu.org) except where modified by the Special Conditions below.

SECTION VII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **AOB/OIDC/01/2021-22**.

The clause numbers given in the first column correspond to the relevant clause numbers of the General Conditions of Contract.

| Subject and GCC Reference | Special Conditions |
|---|--|
| Definitions GCC 1.1(a) | Adjudicator is Not Applicable for this contract |
| Definitions GCC 1.1(l) | The Member is _____ |
| Definitions GCC 1.1(o) | The Service Provider is _____ |
| Notices GCC 1.4 | Any notice shall be sent to the following addresses: For the [<i>Public body</i>], the address and the contact name shall be: The General Manager, Outer Islands Development Corporation, 2 nd Floor, Ken Lee Building, Edith Cavell Street, Port-Louis. Tel. No. 210-7798/99; Fax No. 210-7092. For the Service Provider, the address and contact name shall be: _____ |
| Authorised Representatives GCC 1.6 | The Authorised Representatives are: For the Public Body: Mr. S. Norungee For the Service Provider: _____ |
| Effectiveness of Contract GCC 2.1 | The date on which this Contract shall come into effect is <i>as from mid-May 2022 and for a period of 2 years</i> . |

¹ * Public Body to insert complete reference of the document applicable as at this date by consulting PPO's website.

| | |
|---|--|
| Starting Date GCC 2.2.2 | The intended starting date for the commencement of Services is <u>mid-May 2022</u> |
| Intended Completion Date GCC 2.3 | The intended completion date is <u>mid-May 2024</u> |
| Service Provider's Actions Requiring Public Body's Prior approval GCC 3.7(d) | The other actions are <u>not applicable</u> |
| Documents Prepared by Service Provider to be the Property of the Public Body GCC 3.9 | Restrictions on the use of documents prepared by the Service Provider are: <u>not applicable</u> |
| Payments of Liquidated Damages GCC 3.10.1 | Liquidated damages for the whole contract are <i>[insert percentage of the final contract price]</i> per week. The maximum amount of liquidated damages for the whole contract is <i>[insert percentage]</i> of the final contract price. <u>not applicable</u> |
| Lack of Performance Penalty GCC 3.10.3 | In case the service provider does not comply with the terms and conditions of the contract agreement for any reason, the service provider will have to bear any additional cost accordingly. |
| Performance Security GCC 3.11 | (i) No Performance Security is required*or |

| | |
|---|---|
| Assistance and Exemptions GCC 5.1 | The assistance and exemptions provided to the Service Provider are(<i>where applicable</i>): <u>not applicable</u> |
| Contract Price GCC 6.2(a) | The amount in local currency is <u>not applicable</u> .. |
| Contract Price GCC 6.2(b) | The amount in foreign currency or currencies is <u>not applicable</u> . |
| 6.4 Terms and Conditions of Payment | The Public Body undertakes to effect payment within 21 working days from receipt of invoice after supply of the service items to the satisfaction of the Public Body, subject to the Service Provider submitting all required documents. Final payment shall be adjusted to reflect any non-compliance in the execution of the contract. In case the Supplier is an SME, payment will be effected within 14 working days. |
| Interest on Delayed Payments GCC 6.5 | The interest rate is <u>not applicable</u> . |
| Price Adjustment GCC 6.6.1 | Price adjustment is <i>not applicable</i> . |

| | |
|---|--|
| Dispute Settlement GCC 8.2 | In cases where no adjudicator has been appointed the disputes shall be subject to the procedures of the laws of Mauritius. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute may be referred to court by either party. |
| Dispute Settlement GCC 8.2.3 | |
| Dispute Settlement GCC 8.2.4 | |

SCHEDULE 3: BID CHECKLIST SCHEDULE

[Public Body to update this checklist to ensure that it contains the documents required from Bidders for the specific procurement]

Procurement Reference No.: AOB/OIDC/01/2021-22.

| Description | Attached (please tick if submitted and cross if not) |
|---|--|
| Bid Letter | |
| Priced Activity Schedule | |
| Specification and Compliance Sheet | |
| Bid Security (if applicable) | |
| Company profile, past experience and references where similar services have been provided | |
| Average annual amount for service contract | |
| Qualification of Key personnel | |
| Document to establish that bidders are owners of their lorries | |
| | |

Disclaimer: *The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its quotation to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.*