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**Ministry of Finance, Economic Planning and Development**

**INVITATION TO PARTICIPATE IN FRAMEWORK AGREEMENT**

**for**

**SUPPLY OF PHOTOCOPY PAPER FOR**

**12 MONTHS (2022-2023)**

**Open National Bidding**

**Procurement Reference No: MOFEPD/Q6/2021-2022/OAB**

*5th floor, Government Centre, Port Louis – Mauritius*

***Tel: 260 1300 Fax: 201 2894***

**Date: 10 February 2022**

**PREAMBLE**

*This invitation to participate in Framework Agreement exercise concerns the selection of qualified Suppliers to enter into a framework agreement with the Ministry of Finance, Economic Planning and Development (THE MINISTRY)for the supply of Photocopy Paper for a period of twelve months to the Ministry and other Ministries and Departments on an ‘as and when required’ basis.*

*Suppliers would be selected on the basis of the technical, commercial and financial requirements and their price quoted for the item listed in the Schedule of price further described in this document. The price will be fixed for the duration of the framework agreement and the lowest substantially responsive Supplier will be awarded contracts by the Ministry,and other Ministries and Departments on an ad-hoc basis to supply Photocopy Paper for the contract period.*

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**Instructions to Bidders (ITB)**

A. Introduction

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| 1. Scope of Framework agreement | 1.1The Ministry of Finance, Economic Planning and Development (MOFEPD) is inviting bids through the e-Procurement System (e-PS) from eligible Suppliers for participation in a framework agreement for a period of 12 months(2022-2023) for the supply of Photocopy Paper, as described in Section III- Schedule of Requirements, for the Ministry and other Ministries/Departments as per list at annex A.  1.2 The Ministry of Finance, Economic Planning and Development, which is the Lead Organization, is responsible to establish and manage the framework agreement on terms and conditions as more fully described in Section IV-Framework Agreement. The Ministry and other Ministries/Departments shall procure, through Purchase orders, Photocopy Paper from the lowest substantially responsive Bidder on an as and when required basis , during the contract period of the framework agreement and shall be liable individually for the respective contract under each Purchase order. |
|  | 1.3 Throughout this bidding document, the terms “writing” means any typewritten or printed communication, including e-mail, communication through the **e-Procurement System** and facsimile transmission, and “day” means calendar day. Singular also means plural.  1.4 The Ministry of Finance, Economic Planning and Development shall select the substantially responsive and lowest ranked bidder in terms of price for the item based on technical, commercial and financial requirements mentioned in the bidding documents. The selected Bidder shall be required to sign the Framework agreement with the Ministry for a period of 12 months to supply photocopy papers, ‘as and when required’, to the Ministry and other Ministries/Departments.  1.5 At the end of the 12 months, the framework agreement shall end.  The selection of the Bidder to enter into the framework agreement does not constitutea **commitment** or **guarantee** by the Ministry of Finance, Economic Planning and Development or any other public body to procure photocopy papers exclusively from the Supplier.  1.6 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 | 2.1The public entities related to this bidding document are the Ministry of Finance, Economic Planning and Development, acting as Lead Organization, other Ministries/Departments, the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment that may be required 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 Financial Secretary**  **Ministry of Finance, Economic Planning and Development**  **5 Floor, New Government House**  **Port Louis**  **Tel: 260 1300**  (b) Applications for review shall be filed at the **Independent Review Panel** at the following address:  **The Chairperson,**  **Independent Review Panel,**  **5th Floor, Belmont House**  **Intendance Street**  **Port Louis**  **Republic of Mauritius**  **Tel: + 230 2602288**  **Fax: +230 2013920** |
| 3. Fraud and Corruption | 3.1The 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 any body 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).   1. Unless otherwise specified in the BDS, all partners shall be jointly and severally liable, and 2. 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:   1. business registration, for which evidence may include the certificate of company registration; 2. tax status, for which documentation of tax registration and tax clearance are particularly relevant; 3. bidder shall demonstrate annual turnover and liquidity of at least two (2) of the last four (5) years. The required annual turnover shall be at least one (1) time the present bid value and liquidity should be equivalent to at least 25 % of the bid value 4. certifications by the Supplier of the absence of a debarment order and absence of conflict of interest; and 5. 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 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. |
|  | 4.6 (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.govmu*](http://ppo.govmu).org  (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. |
|  | 4.7 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. |
|  | 4.8 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. |
|  | 4.9 Bidders shall provide such evidence of their continued eligibility satisfactory to the Lead Organization, as the Lead Organization shall reasonably request. |
| 5. Eligible Goods and Services | * 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. |
|  | * 1. 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. |
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|  | * 1. 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 Lead Organisation’s satisfaction, the eligibility of the Goods and services to be supplied under the Contract. |
| 7. Cost of Bidding | 7.1The Bidder shall bear all costs associated with the preparation and submission of its bid, and the 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 Any prospective Supplier requiring any clarification of the Bidding Documents shall contact MOFEPD using the online clarifications feature available in the e-Procurement System. The Public body will respond online through the e-Procurement System to any request for clarification, provided that such request is received no later than 14 days, prior to the deadline set for the submission of bids. The Public body shall respond to such request on the e-PS at latest 7 days prior to the deadline for submission of proposals. Should the clarification result in changes to the essential elements of the Framework Documents, the Public body shall amend the documents following the procedure under ITB9.  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 organizationin 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. |
| 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 through the e-PS to all who have downloaded the Framework agreement Documents from the e-PS and will be binding on them. |
|  | 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.. |
| 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: |
|  | 1. Duly filled Letter of proposal on the e-Procurement System; 2. Duly filled Schedule of Prices on the e-Procurement System;   (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; |
| 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**:**  to all Ministries/Department as per annex A |
|  | 12.3 Pursuant to Sub-Clause 12.1 above, bids from Bidders are being invited for one item. 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 may 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. A bid valid for 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. |
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| 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 Letter of Proposal. |
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|  | 15.3 If :   * 1. a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Proposal Form, except as provided in ITB 21, or   2. 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 Bidders shall submit their bids online. No bids submitted manually shall be accepted. |
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|  | 17.2 Any inter-lineation, erasures, or overwriting on any scanned copies shall be valid only if they are signed or initialed by the person digitally signing the proposal. |
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| 18. Sealing and Marking of Bids | 18.1 Bids must be submitted online on the e-PS by the date and time mentioned in the Key Activity Schedule on the e-PS. |
| 19. Deadline for Submission of Bids | 19.1 Bid submission deadline is as per Key Activity Schedule available on the e-Procurement System. **Proposals submitted manually will not be accepted.**  **19.2 Bidders are required to submit five reams photocopy paper as sample. The samples should be handed over to**  **The Secretary , Departmental Bid Committee ,**  **Ministry of Finance , Economic Planning and Development,**  **5th Floor, New Government Centre, Port- Louis**  **On Wednesday 09 March 2022 at 1300 hours at latest.**  **Non- submission of the samples shall entail rejection of the bid.** |
| 20. Late Bids | 20.1 Any bid submitted after the bid submission deadline will automatically not be accepted by the e-Procurement System. |
| 21. Modification and Withdrawal of Bids | 21.1 A bidder may at its own will, withdraw, substitute/ modify its online bid any time prior to the deadline set for bid submission. |
|  | 21.2 Since the e-Procurement System allows modifications/substitutions of Bid Data and attachments by the bidders up to the last date and time set for bid preparation and hash submission, bidders are allowed to rework on their bids as many times as required. However, after the set deadline the start date and time of closing, the time-lock feature of the e-Procurement system will not allow bidders to modify/substitute their bid data and attachments in any way. |
|  | 21.3 No bid may be withdrawn, substituted or modified in the interval between the deadline set for Bid Preparation and Hash submission and the expiration of the period of bid validity specified by the contractor on the Bid Submission Template or any extension thereof.  For further guidance on withdrawal, substitution and modification, Contractors are requested to refer to the Guidelines for Suppliers on the e-PS.  **Decryption and Re-encryption of bids**  21.4 Bidders shall decrypt and re-encrypt their bids within the time schedule provided in the Key Activity Schedule on the e-PS to enable opening of their bids. The time lock feature in the system will not allow bidders to decrypt and encrypt their bids outside the specified time frame.  Where the bidder does not execute the decryption and re-encryption of its bid within the time frame provided in the Key Activity Schedule, the bid shall not be accessible for opening. In such cases the bid shall be deemed to have been withdrawn by the bidder |
| 22. Bid Opening | 22.1 The Ministry shall conduct the bid opening online at the date and time specified in the Key Activity Schedule on the e-PS and place mentioned below, in the presence of bidders or their representatives who choose to attend. The online opening shall allow bidders to view the status of bids received online, name of Bidders, prices as appearing in the Bid Submission Forms and Comparison Statements.  **The Conference Room,**  **Ministry of Finance, Economic Planning and Development**  **5 Floor, New Government House Port Louis on**  **Friday 11 March 2022 at 13:00 hrs (local time)**  The Ministry will shortly after completing the online opening provide a record of the Bid opening online that shall include, as a minimum: the name of the Bidder, the Bid Price per lot if applicable, including any discounts, presence of Bid Security and samples if requested and alternative offers if they were permitted. Bidders will be able to view these records online. |
| 23. Clarification of Bids | 23.1 During evaluation of the bids, the MINISTRY may, at its discretion, ask the Bidder for a clarification of its bid. 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 MINISTRY 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 MINISTRY 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. |
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| 25. Examination of Bids and Determination of Responsiveness | * 1. The MINISTRY’s determination of a bid’s responsiveness is to be based on the contents of the bid itself.   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:  1. Affects in a substantial way the scope, quality, or performance of the goods and related services specified in the contract; or 2. Limits in a substantial way, inconsistent with the bidding documents, the purchaser’s rights or the bidder’s obligations under the contract; or 3. 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 Document, it shall be rejected by the MINISTRY 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. |
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| 27. Evaluation and Comparison of Bids | 27.1 The MINISTRY 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 MINISTRY 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 per lot shall be awarded the framework agreement. |
| 28. Margin of Preference | 28.1Small and Medium Enterprises (SME), registered with the SME Mauritius Ltd and submitting the “Made in Moris” certification issued by the Association of Mauritian Manufacturers for the locally manufactured goods procured through this contract shall benefit from a Margin of Preference of 40% at evaluation.  SMEs not holding “Made in Moris” certification, whose local input in the locally manufactured goods procured through this contract accounts for at least 25 %, shall be eligible for a Margin of Preference of 30% at evaluation.  Local companies whose local input in the locally manufactured goods procured through this contract accounts for at least 25 % or bearing the ‘Made in Moris’ certification shall be eligible for a Margin of Preference of 30 % at evaluation.    Bidders applying for the Margin of Preference shall submit along with their bid, the following:  (i) evidence of their registration as enterprise in the Republic of Mauritius;  (ii) where applicable, evidence of registration with SME Mauritius Ltd.;  (iii) A cost structure for the goods item manufactured locally as per the format contained in the bidding document (where applicable);  (iv) Certification issued by the Association of Mauritian Manufacturers for the goods bearing the “Made in Moris” label (where applicable). |
| 29.Post-qualification | 29.1 The MINISTRY 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 MINISTRY shall select the lowest ranked substantially responsive bidder, whose bids have been substantially responsive to the Framework Agreement documents to be qualified to enter into Framework agreement. |
| 31.MINISTRY’s Right to Accept Any Bid and to Reject Any or All Bids | 31.1 The MINISTRY 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. MINISTRY’s Right to Vary Quantities at Time of Award | 32.1 The MINISTRY reserves the right to vary the quantity 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 expiration of the period of validity of the bids, the MINISTRY 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. Within seven days from the issue of Letter of Acceptance, the MINISTRY shall publish on the Public Procurement Portal ([publicprocurement.govmu](http://publicprocurement.gov.mu).org) and the MINISTRY’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 MINSTRY 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 MINISTRY shall send the successful Supplier the Framework Agreement. The Agreement shall incorporate all agreements between the MINISTRY and the Supplier. It shall be signed by the MINSTRY 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 MINISTRY |

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| **Section II. Bid Forms** |

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| |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | | Schedule of Prices for the Framework Agreement  Photocopy Paper A4 white 80 gsm | | | | | | | | | | **Bidder’s name and address:** ………………………………………………..…………………………………… | | | | Prices to be in Mauritian Rupees | | **Date:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Procurement Ref No:** | | | | 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) | | 1 | Photocopy Paper A4 80 gms |  | As per Section III-Schedule of Requirements | 225,000  reams |  | |  |  | |  | | | | | | Total Bid Price Lot (1) | |  | |  | | | | | | | | | | | Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]* | | | | | | | | | |   ***The Total bid price should be carried forward to the Letter of Proposal.*** |

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

**Bidders shall submit five reams photocopy papers as sample as per ITB 19.2.**

**Non- submission of the samples shall entail rejection of the bid.**

REFERENCE SITES

## Supplier Experience and Capability

The “**Tables for Reference sites**” should be completed and a scan copy of the completed table should be uploaded on the E-procurement System in the ‘Any other Documents’ Template. 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 PHOTOCOPY PAPER**

|  |  |  |  |
| --- | --- | --- | --- |
| **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 Photocopy Paper | Minimum 2 sites together with testimonials from customers as evidence of satisfactory performance. In case of non-submission of testimonials, reference sites may not be considered |  |  |

The “**Tables for Reference sites**” should be completed and a scan copy of the completed table should be uploaded on the E-procurement System in the ‘Any other Documents’ Template. Non-submission or incomplete table will entail elimination.

**Reference Sites where the Bidder has supplied Photocopy Paper**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Customer site – Company Name, Address, Fax** | **Customer – Contact person, telephone** | **Photocopy Paper** | **Date** | | **Testimonial Submitted (Y/N)** |
| **Quantity (Ream)** | **Month** | **Year** |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**Specifications and Compliance Sheet Authorised By:**

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

**Section III. Schedule of Requirements**

Supplementary Information

## 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

## Scope

The Ministry of Finance, Economic Planning and Development, as Lead Organization, intends to establish a framework agreement for the supply of Photocopy Paper for period of one year starting March 2022 on an as and when required basis .

The items will have to be supplied and delivered at MINISTRY and other Ministries/Departments listed at annex A throughout Mauritius.

Bidders should quote for the delivery of the items at the Ministry of Finance, Economic Planning and Development and other Ministries/Departments which have sections throughout Mauritius. Relevant costs (transport etc) must be included in the bid price.

## Technical Specifications FOR Photocopy Paper

**Specifications And Compliance Sheet**

Procurement Reference Number:  **MOFEPD/Q6/2021-2022/OAB**

| **Item No** | **Technical Specification Required** | **Compliance of Specification Offered** | **Details of Non-Compliance/ Deviation**  **(if applicable)** |
| --- | --- | --- | --- |
| ***A\**** | ***B\**** | ***C*** | ***D*** |
| **1** | **Photocopy Paper A4 80 gsm in reams of 500 sheets.**  **Sealed appropriately.**  **Colour white .** |  |  |

[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.]

**Specifications and Compliance Sheet Authorised By:**

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

**Section IV. Framework Agreement**

**DATED**

**(1) MINISTRY OF FINANCE, ECONOMIC PLANNING AND DEVELOPMENT (MINISTRY)**

**and**

**(2) [supplier]**

|  |
| --- |
| **Framework Agreement** |

q

# NOTES:

1. This Framework Agreement (including Call-Off Terms and Conditions) are drafted based on the following:

* 1. **The Framework Agreement is a closed framework agreement without second-stage mini-competition;**

2. The Procurement Policy Office has customised the document of the Office of Government Commerce ("OGC") of the United Kingdom to assist the Ministry of Finance, Economic Planning and Development in procurement of Photocopy Paper.

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**THIS Agreement** is made on

**BETWEEN**:-

(1) The Ministry of Finance, Economic Planning and Development whose principal place of business is at Port Louis (the "**MINISTRY**")[[1]](#footnote-1);and

(2) [                     [                    ]) whose registered address is at [                    ] (the **"Supplier"**).

**BACKGROUND**

(A) The Ministry of Finance, Economic Planning and Development invited bids through an Open Advertised Bidding method [**PROCUREMENT REFERENCE No** 2018//201**9** for participation of eligible suppliers in this Framework agreement on [**DATE**][[2]](#footnote-2) through newspapers and public procurement portal for the provision of PHOTOCOPY PAPER for a period of one year (2022-2023) on an ‘as and when required’ basis .

(B) The Supplier submitted its bid on [**date**][[3]](#footnote-3) in response to the invitation for Framework agreement (IFA).

(E) On the basis of the Supplier’s bid, the MINISTRY selected the Supplier to enter a framework agreement to provide Photocopy Paperon a call-off basis to MINISTRY and other Ministries/Departments in accordance with this Framework Agreement.

(F) This Framework Agreement sets out the award and ordering procedure for PHOTOCOPY PAPER which may be required by the MINISTRY and other Ministries/Departments, the main terms and conditions for any Call-Off Contract which MINISTRY and other Ministries/Departments may conclude, and the obligations of the Supplier during and after the term of this Framework Agreement.

**IT IS AGREED** as follows:-

1. INTERPRETATION
   1. Unless the context otherwise requires, the following words and expressions shall have the following meanings:-

|  |  |
| --- | --- |
| “**Approval**” | means the prior written approval of the MINISTRY |
| "**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][[4]](#footnote-4) |
| "**Complaint**" | means any formal complaint raised by the MINISTRY in relation to the performance of the Framework Agreement or any Call-Off Contract |
| **“Contracting body”** | means the MINISTRY and/or anyother Ministry/Departments listed at annex A |
| "**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 MINISTRY on [                    ] |
| "**Law**"  **‘’Lead Organisation’’** | means any applicable Acts in Mauritius  means the Ministry of Finance, Economic Planning and Development, thereafter referred to as the “MINISTRY”, which is responsible for managing the framework agreement. |
| "**Material Default**" | means any breach of [Clause 6 (Award Procedures), Clause 8 (Corrupt Gifts and Payments of Commission), Clause 10 (Statutory Requirements), Clause 11 (Provision of Management Information), and Clause 15 (Transfer and Sub-contracting)][[5]](#footnote-5) |
| "**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 other Ministries/Departments except the MINISTRY |
| "**Party**" | means the MINISTRY, other Ministries/Departments and/or the Supplier |
| "**Bid**" | means the bid submitted by the Supplier to the MINISTRY on [                    ][[6]](#footnote-6) |
| **“Supplier’s Goods”** | means the goods which the Supplier has been appointed to supply 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 [*insert end date of framework agreement* ] 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. The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:-
     1. words importing the singular meaning include where the context so admits the plural meaning and vice versa;
     2. words importing the masculine include the feminine and the neuter;
     3. the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;
     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;
     5. references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
     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;
     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;
     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;
     9. reference to a Clause is a reference to the whole of that clause unless stated otherwise; and
     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** |

1. Term of Framework Agreement

The Framework Agreement shall take effect on the Commencement Date 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.

1. SCOPE OF FRAMEWORK AGREEMENT
   1. This Framework Agreement governs the relationship between the MINISTRY and the Supplier in respect of the provision of PHOTOCOPY PAPER for the year 2022-2023 to the MINISTRY and other Ministries/Departments.
   2. The MINISTRY and other Ministries/Departments may from time to time order Goods from the Supplier in accordance with the Ordering Procedure during the Term.
   3. The Supplier acknowledges that there is no obligation for the MINISTRY and for any Other Contracting Body to purchase any Goods from the Supplier during the Term. However, the MINISTRY and other Ministries/Departments will endeavour to purchase at least 75 % of the quantity specified in the bidding document.
   4. No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the MINISTRY 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.
2. SUPPLIER’S APPOINTMENT

The MINISTRY 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 MINISTRY and any Contracting body during the Term.

1. NON-EXCLUSIVITY

The Supplier acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the MINISTRY and any Contracting body for Goods from the Supplier and that the MINISTRY and any Contracting body are at all times entitled to enter into other contracts and agreements with other suppliers within or outside this framework agreement for the provision of any Goods.

1. ORDERING AND  AwarD PROCEDURES

**Awards under the Framework Agreement**

* 1. If any Contracting body decides to source Goods during the period of the Framework Agreement then it may:-
     1. award directly to the successful Framework supplier, who has been selected to provide PHOTOCOPY PAPER during the period of the Framework Agreement .

**Procedure for award**

* 1. The Contracting body ordering Goods under the Framework Agreement during period of the framework agreement shall:-
     1. identify the relevant Goods Framework Lot which its Goods requirements fall into;
     2. identify the successful Supplier selected to provide the Goods;
     3. award its Goods requirement to the selected Goods Framework Supplier;
     4. place an Order with the successful Goods Framework Supplier which:-
        1. states the Goods requirements;
        2. states the price payable for the Goods requirements in accordance with the Schedule of Prices; and
        3. incorporates the Call-Off Terms and Conditions
        4. Copy the order form to the MINISTRY
  2. 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 any Contracting Body to place any Order.

**Responsibility for Awards**

* 1. The Supplier acknowledges that each Contracting Body is independently responsible for the conduct of its award of Call-Off Contracts under the Framework Agreement and that the MINISTRY is not responsible or accountable for and shall have no liability whatsoever in relation to:-
     1. the conduct of Other Contracting Bodies in relation to the Framework Agreement; or
     2. the performance or non-performance of any Call-Off Contract between the Supplier and Other Contracting Bodies entered into pursuant to the Framework Agreement.

**Form of Order**

* 1. Subject to Clauses 6.1 to 6.6 above, the MINISTRY 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.
  2. 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**

* 1. 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.
  2. 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** |

1. WArranTIES AND REPRESENTATIONS
   1. The Supplier warrants and represents to the MINISTRY that:-
      1. it has full capacity and all necessary consents to enter into and to perform its obligations under this Framework Agreement;
      2. this Framework Agreement is executed by a duly authorised representative of the Supplier;
      3. in entering into this Framework Agreement or any Call-Off Contract it has not committed any Fraud;
      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 MINISTRY prior to the execution of this Framework Agreement and it will promptly advise the MINISTRY 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. 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;
      6. it has not caused or induced any person to enter such agreement referred to in Clause 8.1.5 above;
      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;
      8. it has not committed any offence under the Prevention of Corruption Act 2002;
      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 MINISTRY;
      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 MINISTRY;
      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.
2. CORRUPT GIFTS AND PAYMENTS OF COMMISSIOn
   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 MINISTRY may:-
      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 MINISTRY resulting from the termination; or
      2. recover in full from the Supplier and the Supplier shall indemnify the MINISTRY in full from and against any other loss sustained by the MINISTRY in consequence of any breach of this clause, whether or not the Framework Agreement has been terminated.
3. PRICES for goods
   1. The prices offered by the Supplier for Call Off Contracts to the MINISTRY and any Contracting Body for the Goods shall be the prices listed in Schedule 3 for the relevant Supplier’s Lot for the period of the framework agreement.
4. 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** |

1. PROVISION OF MANAGEMENT INFORMATION
   1. The Supplier shall submit Management Information to the MINISTRY in the form to be decided by the MINISTRY throughout the Term in respect of any Call-Off Contract entered into with any Contracting Body.
   2. The MINISTRY may share the Management Information supplied by the Supplier with any Contracting Body.

|  |
| --- |
| **PART FOUR: FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION** |

1. Termination

**Termination on Default**

* 1. The MINISTRY may terminate the Framework Agreement by serving written notice on the Supplier with effect from the date specified in such notice:-
     1. where the Supplier commits a Material Default and:-
        1. the Supplier has not remedied the Material Default to the satisfaction of the MINISTRY within thirty (30) Days; or
        2. the Material Default is not, in the reasonable opinion of the MINISTRY, capable of remedy.
     2. where the Supplier has failed to accept an award made to him from any Contracting Body, including the MINISTRY for unjustifiable reasons.
     3. Where the Supplier has supplied goods under the framework agreement, which repeatedly requires supplier interventions.

**Termination on Financial Standing**

* 1. The MINISTRY 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 MINISTRY), 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**

* 1. The MINISTRY 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 MINISTRY.
  2. The Supplier shall notify the MINISTRY immediately if the Supplier undergoes a change of control. The MINISTRY may terminate the Framework Agreement by giving notice in writing to the Supplier with immediate effect within six (6) Months of:-
     1. being notified that a Change of Control has occurred; or
     2. where no notification has been made, the date that the MINISTRY 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 MINISTRY**

* 1. The MINISTRY 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.

1. Suspension of SUPPLIER’S Appointment

Without prejudice to the MINISTRY’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 MINISTRY 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 MINISTRY 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 MINISTRY in writing from time to time.

1. CONSEQUENCES OF TERMINATION AND EXPIRY
   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.
   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** |

1. TRANSFER AND SUB-CONTRACTING
   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 MINISTRY. The Supplier shall not be entitled to sub-contract any of its rights or obligations under this Framework Agreement.
2. NOTICES
   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.
   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.
   3. For the purposes of notices, the address of each Party shall be:[[7]](#footnote-7)
      1. For the MINISTRY:-

The Financial

Ministry of Finance, Economic Planning and Development

5 Floor, New Government House

Port Louis

For the attention of:

Tel:

Fax:

Email:

For the Supplier:-

[                    ] [[8]](#footnote-8)

Address:

For the attention of:

Tel:

Fax:

Email:

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

1. COMPLAINTS HANDLING AND RESOLUTION
   1. The Supplier shall notify the MINISTRY 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.
   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.
   3. Within [two (2)] Days of a request by the MINISTRY, the Supplier shall provide full details of a Complaint to the MINISTRY, including details of steps taken to its resolution.][[9]](#footnote-9)
2. 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,

* + 1. 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.

1. 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 MINISTRY | )  )  )  ) |  |

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



**GOODS FRAMEWORK AND SELECTED SUPPLIER**

|  |  |  |  |
| --- | --- | --- | --- |
| **ITEM NO** | **QTY** | **DESCRIPTION** | **Supplier** |
| **1** | 225,000 | A4 PHOTOCOPY PAPER 80 GMS IN REAM OF 500 SHEETS. |  |



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 Photocopy Paper through Purchase Orders.

No Purchase Order shall exceed Rs 1 MILLION



PRICING MATRICES

**Bidder selected: ……….**

|  |  |  |
| --- | --- | --- |
| Sn | Item description | Quoted price  Rs .  Inc of VAT |
| 1 | Photocopy Paper A4 80 gsm |  |



**SCHEDULE 4**

**ORDER FORM**

MINISTRY , other Ministries and Departments shall place orders using the Purchase order format given below.

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **GOVERNMENT OF MAURITIUS** | | | | | | | | | | |
| ORIGINAL/DUPLICATE | |  |  |  |  |  |  |  | GOODS FORM 1 | |
| TRIPLICATE/QUADRUPLICATE\* | | |  |  |  |  |  |  | (Revised 2017) | |
|  |  |  |  |  |  |  |  |  |  |  |
| **LOCAL PURCHASES** | | | | | | | | | | |
| **COMBINED INDENT, INVOICE AND RECEIPT NOTE** | | | | | | | | | | |
| ***Part I*** |  |  |  |  |  |  |  |  |  |  |
| **Ministry/Department/Division:……………………………………………………………………………………………………………..** | |  | | | | | |  |  |  |
| **Ministry/Cost Centre** | |  |  |  | **Vote/ Sub-Head** | |  |  | ID Code | |
|  |  |  |  |  |  |  |  |  |  |  |
| **Economic Classification** | | |  |  |  |  |  |  |  |  |
| **Authority for Procurement (CPB /Departmental Reference No) :-…………………………………………………….…………** | | | | |  | |  |  |  |  |
| **Asset Book Reference:** | |  |  |  |  |  |  |  |  |  |
| ***Supplier’s Details:*** | |  |  |  |  |  |  |  |  |  |
| **Name :** | | | | | |  | **BRN :** | |  |  |
| **Address :** | | | | | | |  |  |  |  |
| Please supply the goods listed in the table below. Original, Duplicate and Triplicate of this purchase order are submitted herewith. The Original and Duplicate must be returned with Parts II and III filled in. | | | | | | | | | | |
|  |  |  | |  |  |  |  | |  |  |
| **Date** |  | **Name of Indenting Officer** | | | |  | **Signature** |  | **Rank** |  |
|  |  |  |  |  |  |  |  |  |  |  |
| ***Part II*** |  |  |  |  |  |  |  |  |  |  |
| **To be completed by Ministry/Department/Division** | | | | | |  |  | **To be completed by supplier** | | |
| **Ledger** | **Code\*** | **Description of Goods** | |  | **Qty Indented** | **Rate** | **Amount** | **Qty** | **Rate** | **Amount** |
| **Record** |  |  |  |  |  |  | **(Rs)** | **Supplied** |  | **(Rs)** |
|  |  |  | | |  |  |  |  |  |  |
|  |  |  | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  | |  |  |  |  |  |  |  |
|  |  |  |  |  |  | **Total** |  |  |  |  |
| **\*Represents Government’s Asset/Inventory Code** | | | |  |  |  |  | **Sub Total** |  |  |
| **Commitment (earmarking) in TAS Rs………………………………………………..** | | | | | |  |  |  |  |  |
| **Name ……………………………………………………………………………………** | | | | | |  |  | **VAT** |  |  |
| **Signature ……………………………………………… Date ……………………** | | | | | |  |  |  |  |  |
|  |  |  |  |  |  |  |  | **Total** |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
| ***Part III* - To be completed by supplier** | | | |  |  |  |  |  |  |  |
|  | The goods shown above are forwarded herewith at the cost of Rs……………………………………………………… | | | | | | | | |  |
|  | Payment to be effected to *Supplier /Factor* \* (\**delete as appropriate)* | | | | | | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
| **PAYEE’S NAME:…………………………………………………………….** | | | | | | **BANK NAME:………………………………………………………………** | | | | |
| **ADDRESS OF PAYEE:………………………………………………………** | | | | | | **BANK ACCOUNT NO:……………………………………………………** | | | | |
| **DATE:………………………………………………………………………………** | | | | | | **SUPPLIER’S SIGNATURE:………………………………………………** | | | | |
|  |  |  |  |  |  |  |  |  |  |  |
| ***Part IV* -** Received the goods shown above in apparently good order | | | | | | |  |  |  |  |
| **………………** | | **…………………………………………………………………… ………………………………. …………………….** | | | | | | | | |
| **Date** |  | **Name of officer receiving the goods from supplier** | | | | | **Signature** | **Rank** | |  |
|  |  | **NID No:………………………………………………..** | | | | |  |  |  |  |
| ***Part V*** | To the Accounting Officer: I certify that the goods purchased at the cost of ……………………………… have been inspected and compared where appropriate with sample. The goods received are in good order/condition and I have taken them on charge as indicated/issued them for immediate use. | | | | | | | | | |
| **…………………….** | | **……………………………………………………………** | | | | ………………………………… | |  | …………………………… | |
| **Date** |  | **Name** | | | | **Signature of Officer** | | | **Rank** |  |

SCHEDULE 5

1. Conditions of contract

Contracting Bodies shall procure goods through purchase order 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)) avalilable on PPO website [www.ppo.govmu.org](http://www.ppo.govmu.org) and the Special Conditions of contract as listed hereunder, which may be amended in respect of each order.

1. 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/are: |
| **GCC 1.1 (m)** | The Project Site(s)/Final Destination(s) is/are: As and when required by Ministries/Departments listed at Annex A |
| **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 **notices**, the Lead Organization’s address shall be:  **Financial Secretary**  **Ministry of Finance , Economic Planning and Development**  **5th floor, New Government Centre**  **Port Louis.**  **Attn. Manager Procurement and Supply.** |
| **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 MINISTRY and any contracting body and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Mauritius. |
| **GCC 13.1** | The MINISTRY or any contracting body expects to have the goods delivered from call-off date as follows: **within two (2) weeks from the issue of the Purchase Order** |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *shall not* be adjustable. |
| **GCC 16.1** | The structure of payment will be as follows:  **For a purchase order**  -100% of contract value within 21 days (or 14 days for SMEs) after successful delivery. |
| **GCC 16.4 (b)** | Suppliers shall be paid in Mauritian Rupees only. The prices shall notbe 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** | Not Applicable |
| **GCC 26.2** | Not Applicable |
| **GCC 27.1** | For each purchase order, the liquidated damage shall be 1% of the value of the undelivered items per week or part thereof  The maximum amount of liquidated damages shall be: 10 % of the value of the undelivered items |

Annex a

|  |  |  |  |
| --- | --- | --- | --- |
| **List of Ministries and Departments** | | | |
| **SN** | **Ministry/Dept** | **Address** | **Approximate yearly requirements**  **(ream)** |
| 1 | Office of the President | Reduit | 600 |
| 2 | National Assembly | Port Louis | 1,100 |
| 3 | Office of the Electoral Commissioner | Port Louis | 3,500 |
| 4 | Judiciary | Port Louis | 8,000 |
| 5 | Public Service Commisssion | Forest Side | 2,000 |
| 6 | Public Bodies Appeal Tribunal | Port Louis | 160 |
| 7 | Office of the Ombudsman | Port Louis | 150 |
| 8 | Local Government Service Commission | Forest Side | 720 |
| 9 | National Human Rights Commission | Port Louis | 200 |
| 10 | Office of Ombudsperson for children | Port Louis | 100 |
| 11 | Independent Police Complaints Commission | Port Louis | 125 |
| 12 | Prime Minister's Office ( Cabinet /Private Office) | Port Louis | 3,200 |
| 13 | Prime Minister's Office (Home Affairs) | Port Louis | 2,000 |
| 14 | Equal Opportunities Commission | Port Louis | 120 |
| 15 | Pay Research Bureau | Port Louis | 500 |
| 16 | Civil Status Division | Port Louis | 1,000 |
| 17 | External Communications | Port Louis | 575 |
| 18 | Civil Aviation Department | Plaine Magnien | 740 |
| 19 | Government Printing Department | La Tour Koenig | 960 |
| 20 | Police Service | Port Louis | 17,000 |
| 21 | Ministry of Rodrigues, Outer Islands and Territorial Integrity | Port Louis | 1,300 |
| 22 | Forensic Science Laboratory | Moka | 450 |
| 23 | Prison Service | Beau Bassin | 2,400 |
| 24 | Ministry of Housing & Lands Use Planning | Ebene | 2,800 |
| 25 | Valuation Dept | Ebene | 1,200 |
| 26 | Ministry of Tourism | Port Louis | 300 |
| 27 | Ministry of Education, TE,SC& TECH - MITD | Phoenix | 4,000 |
| 28 | Ministry of Education, TE,SC& TECH - Zone 1 | Port Louis | 14,000 |
| 29 | Ministry of Education, TE,SC& TECH - Zone 2 | B. Bassin | 15,000 |
| 30 | Ministry of Education, TE,SC& TECH - Zone 3 | Rose Belle | 8,000 |
| 31 | Ministry of Education, TE,SC& TECH - Zone 4 | Ebene | 7,200 |
| 32 | Ministry of Local Government & Disaster Risk Management | Port Louis | 1,200 |
| 33 | Fire Services | Port Louis | 1,000 |
| 34 | Meteorological Services | Vacoas | 300 |
| 35 | Ministry of Light Rail & Land Transport - | Port Louis | 1,000 |
| 36 | Ministry of Foreign Affairs, RI and IT | Port Louis | 2,100 |
| 37 | Ministry of Foreign Affairs, RI and IT - Human Rights Division | Port Louis | 350 |
| 38 | Ministry of Finance, Economic Planning & Development | Port Louis | 4,000 |
| 39 | Procurement Policy Office | Port Louis | 200 |
| 40 | Central Procurement Board | R Hill | 500 |
| 41 | The Treasury | Port Louis | 700 |
| 42 | Statistics Mauritius | Port Louis | 800 |
| 43 | Corporate & Business Registration Dept | Port Louis | 1,400 |
| 44 | Registrar General's Dept | Port Louis | 800 |
| 45 | Ministry of Energy & Public Utilities(HQ) | Port Louis | 600 |
| 46 | Ministry of Social Integration, SS and NS | Port Louis | 7,500 |
| 47 | Ministry of Social Integration, SS and NS (Social Integration) | Port Louis | 800 |
| 48 | Ministry of Industrial Development, SMEs and Coop- Industrial Development | Port Louis | 500 |
| 49 | Ministry of Industrial Development, SMEs and Coop- SMEs Development | Port Louis | 280 |
| 50 | Ministry of Industrial Development, SMEs and Cooperatives- Coop. Div | Port Louis | 800 |
| 51 | Ministry of Environment & Climate Change - General | Port Louis | 2,200 |
| 52 | Ministry of Evironment (Solid & Hazardous waste & Beach Mgt) | Port Louis | 3,200 |
| 53 | Ministry of Financial Services & Good Governance - | Ebene | 900 |
| 54 | Attorney General's Office - Office of the Solicitor - | Port Louis | 2,000 |
| 55 | Office of DPP | Port Louis | 1,000 |
| 56 | Ministry of Agro-Industry and Food Security | Port Louis | 6,650 |
| 57 | Ministry of Agro-Industry and Food Security - Forestry Service | Curepipe | 800 |
| 58 | Ministry of Youth Empowerment, Sports and Recreation | Port Louis | 2,000 |
| 59 | Ministry of National Infrastructure and Community Development | Port Louis | 3,000 |
| 60 | National Development Unit | Port Louis | 1,800 |
| 61 | Ministry of I.Technology, Comm. and Inno.- | Ebene | 1,600 |
| 62 | Ministry of I.Technology, Comm. and Inno.- Central Informatics Bureau | Ebene | 160 |
| 63 | Ministry of I.Technology, Comm. and Inno.- Central Information System Div. | Port Louis | 200 |
| 64 | Ministry of Labour, Human Resources Develoment and Training | Port Louis | 12,000 |
| 65 | Ministry of Commerce and Consumer Protection | Port Louis | 900 |
| 66 | Ministry of Health and Wellness (Headquarters) | Port Louis | 12,000 |
| 67 | Ministry of Health and Wellness (Dr Jeetoo Hospital) | Port Louis | 3,500 |
| 68 | Ministry of Health and Wellness (SSRN Hospital) | Pamplemousses | 6,000 |
| 69 | Ministry of Health and Wellness (Victoria Hospital) | Candos | 4,800 |
| 70 | Ministry of Health and Wellness (Dr B. Cheong Hospital, Flacq) | Flacq | 2,400 |
| 71 | Ministry of Health and Wellness (Jawaharall Nehru Hospital) | Rose Belle | 2,700 |
| 72 | Ministry of Health and Wellness (BSH) | Beau Bassin | 400 |
| 73 | Ministry of Health and Wellness (ENT Hospital) | Vacoas | 300 |
| 74 | Ministry of Health and Wellness (S. Bharati Eye Hospital, Moka) | Moka | 400 |
| 75 | Ministry of Health and Wellness (Mahebourg Hospital) | Mahebourg | 640 |
| 76 | Ministry of Health and Wellness (Souillac Hospital) | Souillac | 500 |
| 77 | Ministry of Health and Wellness (Central Health Lab) | Candos | 4,000 |
| 78 | Ministry of Health and Wellness (Government Analyst) | Reduit | 160 |
| 79 | Ministry of Health and Wellness (ORTHO Workshop) |  | 50 |
| 80 | Ministry of Health and Wellness (CSD) | Plaine Lauzun | 400 |
| 81 | Ministry of Health and Wellness (Vagrant Depot (OSS) | GRNW | 200 |
| 82 | Ministry of Blue Economy, Marine Resources, Fisheries and Shipping | Port Louis | 1,560 |
| 83 | Ministry of Gender Equality & Family Welfare | Port Louis | 3,000 |
| 84 | Ministry of Arts and Cultural Heritage | Port Louis | 2,400 |
| 85 | Ministry of Public Service, Administrative and Institutional Reforms | Port Louis | 2,000 |
| 86 | Environment and Land Use Tribunal | Port Louis | 100 |
|  |  |  |  |
|  |  |  |  |
|  | ***Note: Quantities are indicative*** |  |  |
|  | ***MOFEPD reserves the right to add new Ministry/Department*** |  |  |

1. Insert name and address of MOFEPD. [↑](#footnote-ref-1)
2. To be inserted. [↑](#footnote-ref-2)
3. To be inserted. [↑](#footnote-ref-3)
4. To be inserted. [↑](#footnote-ref-4)
5. to consider definition of material default in relation to their particular procurement. [↑](#footnote-ref-5)
6. To be inserted. [↑](#footnote-ref-6)
7. To be inserted. [↑](#footnote-ref-7)
8. Insert role. [↑](#footnote-ref-8)
9. Lead RRA to consider whether it wants to have an active role in complaints handling. [↑](#footnote-ref-9)