

**Procurement Policy Office**

**(Established under section 4 of the Public Procurement Act 2006)**

Ref: **NCS/RFQ17/……….**

**STANDARD FORM**

**Procurement of Non-Consultancy Services (other than Security and Cleaning**

**(Request for Sealed Quotations)**

(to be used for online bidding for contract amount up Rs 5 million excluding VAT)

**Procurement Policy Office**

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

**October 2020**

**INSTRUCTIONS TO PUBLIC BODIES**

1. This standard form (RFQ) is to be used for small value cleaning services procurement where the determining factor is price subject to acceptance of the Scope of services and the General Terms and Conditions of Contract.
2. Request for Quotations (RFQ) should be invited from a minimum of three qualified service providers - two of which should be SMEs, as far as possible.
3. This RFQ shall apply for procurement of the following:
4. Services related to event organization
5. Maintenance agreements
6. Insurance covers
7. Catering
8. Machineries examinations
9. Hiring of service facilities

For services not listed above but which fit in the definition given in paragraph 3 above, public bodies shall seek guidance from the Procurement Policy Office

1. For procurement of higher contract amount up to Rs 5million where evaluation would be more appropriate on the basis of an updated past performance of the shortlisted bidders, their capacity to mobilize more resources for cleaning and site organization, public bodies shall have recourse to the document for Restricted Bidding.
2. Procurement of services through RFQ shall be at fixed price in Mauritian Rupees for the duration of the contract.
3. As the shortlist of potential bidders is on the basis of qualified and good performing service providers and contract is for low value, the request for the submission of Bid security and Performance security have been deliberately excluded. The recourse to disqualification of service providers for such services in case of non-performance shall still apply as a deterrent.

***[The above text should not appear in the final RFQ document issued to the bidders.]***

**[Name of Public Body]**

**Request for Sealed Quotation**

**for**

**Procurement of**

*[insert identification of the Services]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

*[insert name of the Public Body, address, phone & fax numbers, email address and date]*

**Online Tendering**

The Installation, Commissioning and Operational Acceptance of the e-Procurement System of the Republic of Mauritius has been achieved since 31 July 2017.

The e-Procurement System allows for invitation for bids, downloading of bidding documents, request for clarification from suppliers, response to clarification and issue of addendum, submission of bids, closing of bids, bid opening, evaluation of bids and award of contract to be done online.

The process for Challenge and Review shall continue to be offline for some time.

 Suppliers are hereby advised that it is a mandatory condition to have a digital certificate issued by a Certifying Authority licensed by the Republic of Mauritius to respond to any Invitation for Bid on the e-Procurement System. Further information may be obtained from the Supplier’s User Guide attached to this bidding document.

**REQUEST FOR SEALED QUOTATION (OTHER Services)**

**Name of Public Body: ……………………………………………………………**

**Procurement Of: ………………………………………………**

**Procurement Reference Number: ……………………………………………**

1. You are hereby invited to submit your best quotation online in the priced Activity Schedule Templates for the services listed and more fully described in Section C – Schedule of Requirements.
2. The dates for closing of quotations, decryption and encryption, and opening are as set out in the Key Activity Schedule online.
3. Where the bidder does not execute the decryption and re-encryption of its bid within the time frame provided in Activity Schedule online, the bid shall not be accessible for opening. In such cases the bid shall be deemed to have been withdrawn by the bidder.
4. Your quotation should be valid for the period….. *[Public body to insert number of days – usually 30]* days after the deadline set for closing date of submission of bid as mentioned in the Key Activity Schedule on the e-Procurement System.
5. We commit ourselves to maintain the highest standard of integrity and ethical principles during all stages of the procurement cycle.

**Name of Officer issuing this RFQ: ……………………………………………..**

**Position**: **…………………………………………**

**Date: …………………………………………………**

1. **Instructions To Bidders**
2. **Submission of Quotations**

Quotations comprising of the Bid Submission Form of Section B and the priced Activity Schedule of Section D filled online shall be for services mentioned in Section C, in accordance with the Specifications and Performance Standard defined in Section C and the Conditions of Contract contained in Section E.

1. **Eligibility Criteria**

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

1. not be insolvent, in receivership, bankrupt, subject to legal proceedings for any of these circumstances or in the process of being wound up;
2. have a Business Registration Card; and
3. have a valid trading license.

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

1. **Validity of Quotation**

The prices quoted in the Activity Schedule online shall remain valid for duration mentioned at item 4 of the letter of invitation.

1. **Contract Duration**

The contract shall be on fixed rate, ……………………………………………………………….*. [Public body to customise as appropriate but period should remain in months]*

1. **Opening of Quotations**

Quotations received will be opened by the “Public Body” online at *[insert address]* at the time set for opening of bid in the Activity Schedule online. Bidders or their representative may attend the Bid Opening, if they choose to do so *[Public body to delete the last sentence where the contract amount is estimated for an amount less than Rs 1million]*

1. **Selection and Decision**

Selection shall be based on the lowest price offered per lot. A lot may contain one or more sites.

1. **Rights of the Public Body**

The Public Body shall have the right to (a) ask for clarifications at time of evaluating quotations, (b) split the contract on a lot basis or (c) reject all quotations. The Public Body shall not be bound to accept the lowest or any quotation.

1. **Notification of Award and** **Debriefing**
	1. 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.
	2. Furthermore, the Public Body shall attend to all requests for debriefing for contract exceeding Rs 1 million, made in writing within 30 days from the date the unsuccessful bidders are informed of the award.
2. **Bid Submission Form**

Bidders shall fill in the Bid Submission Form online

1. **Schedule of Requirements**
2. **SCOPE OF SERVICES**

*[TO BE COMPLETED BY PUBLIC BODY.]*

1. **Specifications and Performance Standard Requirements Schedule**

*[Public Body shall customise this section and the table hereunder where the Service Providers have to achieve set specification and performance standards.]*

Procurement Reference Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***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.***

***Bidders shall submit a scanned copy of this table duly filled and upload same online in the response template for “Additional Documents” at item referred to “Any other document to support the bid”.***

| **Item No** | **Specifications and Performance Required** | **Compliance of Specifications and Performance Offered** | **Details of Non-Compliance/ Deviation****(if applicable)** |
| --- | --- | --- | --- |
| ***A\**** | ***B\**** | ***C*** | ***D*** |
| **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
| **6** |  |  |  |

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

1. **Activity Schedule**

Bidders shall fill in the price per lot and for all items within a lot online for their quotation to be responsive for that lot.

Where quotations are invited for more than one lot bidders may quote for one or more lots.

1. **Conditions of Contract** (to be customized by Public Body)

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. No.- NCS/RFQ-GCC14, for the Procurement of non-Consultancy Services (available on website [*ppo.govmu*](http://ppo.govmu.org/).org) except where modified by the Particular Conditions of Contract specified hereunder.

1. **Site:** The site is located at ……….
2. **Start Date:** The start date shall be …………………………………
3. **Services:** The Services consist of …………………………………………

 …………………………………………………………………..

1. **Insurances:** Except for the cover mentioned in (iii) hereunder, the other insurance covers shall be in the joint names of the Service Provider and the Employer and the minimum insurance amounts shall be:
	* 1. for loss or damage to its property and Equipment:
		2. for Third Party insurance to cover claims for death or bodily injury. or loss of or damage to property in connection with the Contract:
		3. for Employer’s liability and workmen’s compensation cover
2. **Intended period of services:** From: ……………………… To: ……………………
3. **Possession of Site:** The site possession date shall be …………………………
4. **Liquidated Damages:** The liquidated damages for the whole of the Services are *[insert rate]* per day. The maximum amount of liquidated damages for the whole of the services is *[amount based on a maximum number of days].*

1. **Prices**

Prices quoted shall be firm and fixed during validity period of quotation and for execution of contract. The prices quoted shall include all costs, where applicable, such as transportation to the place of delivery stated in the RFQ, insurance, or any other associated costs.

1. **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.

1. **Correction of defects**

The Public Body shall give notice to the Service Provider of any defects in the service. Every time notice of a defect is given, the Service Provider shall correct the notified defect within the length of time specified by the Employer’s notice. If the Service Provider has not corrected a defect within the time specified in the Employer’s notice, the Public Body will assess the cost of having the defect corrected and deduct same amount from money due to the Service Provider.

1. **Termination**

The Public Body may terminate the contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, the Service Provider become insolvent or bankrupt, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of 60 days or for its convenience.

1. **Assignment**

The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Public body.

1. **Insurance**

The Service Provider shall, for the execution of this contract, provide and thereafter maintain insurance (a) against all risks in respect of its property and any equipment used; (b) for appropriate Employer’s Liability and Workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death and (c) liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property.

1. **Removal and replacement of personnel**

The Service Provider shall at the request of the Public Body and at no additional cost remove and replace any personnel reported for misconduct or poor performance by another person of similar qualification and experience.

1. **Labour Clause**

The remuneration and other conditions of work of the employees of the Service Provider shall not be less favourable than those established for services of the same character in the trade concerned- (i) by collective agreement applying to a substantial proportion of the employees and employers in the trade concerned; (ii) by arbitration awards; or (iii) by Remuneration Orders.

1. **Settlement of Disputes**

**T**he Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred to the competent court of Mauritius.