

CONDITIONS

1. For purposes of this agreement the successful tenderer shall hereinafter be called the Contractor.
2. The acceptance of a tender/quotation by The Mauritius Post Ltd shall be notified to the successful tenderer forthwith, and the latter may be required to make a security deposit of 10% of the value of the contract within seven days of such notification.
3. Quotations must not be made for sizes, dimensions, qualities, etc. other than those specified on the tender, unless otherwise requested by The Mauritius Post Ltd.
4. Where a sample is furnished, the articles and/or materials supplied shall be similar thereto in every respect, and when no sample is furnished, the articles and/or materials supplied shall be to the satisfaction of The Mauritius Post Ltd whose decision as regards the unsuitability of the whole or part of such articles and/or materials shall be final and binding on the Contractor.
5. Rejections of articles and/or materials as unsuitable shall be notified by The Mauritius Post Ltd or any authorised officer to the Contractor who shall be bound to replace them forthwith by others in all respects satisfactory.
6. In the event of the Contractor failing to replace any article or material as provided for in paragraph 5, The Mauritius Post Ltd shall be at liberty to purchase such article or material elsewhere, and charge any extra cost or expense to the Contractor by deduction from his deposit or sums due.
7. Failure on the part of the Contractor to abide by his quotation and comply generally with the other conditions of the tender shall constitute a breach of contract and the Contractor will be required to make good any excess expenditure that may be incurred by The Mauritius Post Ltd in obtaining the articles and/or materials from other sources.
8. Payment to the Contractor for supplies effected by him shall be made at the rates quoted on the tender within one month from the date of delivery.
9. The security deposit mentioned in paragraph 2 shall be repaid to the Contractor within one month of completion of the delivery of the articles and/or materials. In case of breach of Contract, it may be applied, wholly or in part, to meet the liability of the Contractor under clauses 6 and 7.
10. The Mauritius Post Ltd is not bound to accept the lowest or any tender, nor will the company assign any reason for the rejection of any tender or part thereof.

FORM FOR TENDER

Supply of uniforms – Category A

I/We hereby offer to undertake the supply of uniforms to the Mauritius Post Ltd for the Year 2012 at the rates quoted below and subject to the conditions specified hereafter:-

SCHEDULE OF RATES

Item No	Description	Approximate Quantity Required	Price per unit/pair including costs of materials, charges and delivery (Rs)
	<u>SHIRTS</u>		
1	Pale blue & white stripe terrylene cotton shirts (long sleeves)	1590 units	
2	Pale blue terrylene cotton shirts (short sleeve) with one left breast pocket and Logo of MPL	117 Units	
3	White terrylene cotton shirts (short sleeve) with one left breast pocket and Logo of MPL	60 Units	
		<hr/> 1767 UNITS <hr/>	
	<u>TROUSERS</u>		
4	Dark blue terrylene cotton trousers	<hr/> 1178 Units <hr/>	
5	Dark blue terrylene worsted trousers	<hr/> 570 Units <hr/>	
6	Tunic and trousers of terrylene worsted of colour beige (a) Tunic short sleeves (b) Trousers	<hr/> 9 Units <hr/> <hr/> 9 Units <hr/>	
7	<u>Straps</u> (a) Grayish blue terrylene worsted straps width 5 cms and length 6 cms (3 stripes of red terrylene cotton width 1 cm and length 10 cms to be sewn on each strap) (b) Grayish blue terrylene worsted straps width 5 cms and length 6 cms (2 stripes of red terrylene cotton width 1 cm and length 10 cms to be sewn on each strap)	 58 pairs 668 pairs	

8	<p>(c) Grayish blue terylene worsted straps width 5 cms and length 6 cms (1 stripe of red terylene cotton width 1 cm and length 10 cms to be sewn on each strap)</p> <p><u>SKIRTS</u></p> <p>Dark Blue terylene worsted skirt</p>	<p>356 pairs</p> <hr/> <p>1082 Pairs</p> <hr/> <p>19 Units</p> <hr/>	
---	--	--	--

Signature:

Date:

Delivery period: Within 4 months from the date of award of tender.

Particulars of Trade Licence(s) held (Photocopies to be attached)

Nature of License

Expiry Date

.....
.....
.....

.....
.....
.....

Signature.....

Full Name of Signatory
(In Block Letters)

Capacity in which tender is signed

Address.....

.....

Date:.....

Phone No.

Sewing Pattern

1. Shirts (General)

Long sleeves, two breast pockets with flaps provided with a slit for holding pens and two shoulder bands and a badge with logo of the Mauritius Post embroidered on top of the left pocket.

The clothing material required should be of the same type and design as per approved sample.

2. Trousers (General)

Normal pattern with four pockets-two on the side, one on the rear with a flap and a small inside pocket in the front.

3. Tunic for Principal Postmen

- (a) Shirt-short sleeves with three pockets with Logo of MPL
- (b) Trousers – same as (2) above

Note: (i) Samples of cloth should be submitted with tenders.

(ii) Any additional information may be obtained from the Finance Officer, Post Office Headquarters, Port Louis, Tel No. 208 2851.

SPECIAL CONDITIONS

1. Performance Bond

The Performance Bond (bank guarantee for the performance of the contract) required under Clause 9 of the General Conditions of tender shall be valid for a period of six (6) months beyond the contract period.

2. Basis of Quotations

Prices should be **inclusive** of all applicable duties, taxes and delivery costs.

3. Sample

Tenderers shall submit samples of cloth as provided in the tender documents. **Tenders received without samples will not be considered. The samples should be 1 m².**

4. The uniforms shall be well cut to measure and tailored according to pattern. Supplies not in accordance with the required pattern or approved sample/s will be rejected by the Company and in case of failure by the contractor to replace them, the company may use its discretion to obtain supplies of the required pattern from any other sources and the extra cost shall be claimed to the contractor and may be deducted from amount payable to the contractor.
5. Delivery of the uniforms should be made to the Stores Section, Glen Park within 4 months from date of the award of the contract.
6. Payments will only be effected after delivery of all the uniforms to the satisfaction of the Company.
7. Tenders shall be valid and open for acceptance for one hundred and eighty (180) days from the closing date of the submission of tenders.
8. The successful tenderer will have to supply a sewn sample for each of the item Nos 1 to 5 for approval by the Mauritius Post Ltd and once approval is conveyed, arrangements will have to be made for the delivery of all the uniforms within 4 months as from the date of the award of contract to the Stores Section, Glen Park.
9. Tenders should be deposited in the Tender Box at the Post Office Headquarters, 3 Dumas Street, Port Louis by **Friday 28th October 2011 by 12:00** hours at latest.
10. The client reserves the right
 - a) to accept or reject any bid;
 - b) to split the award of the tender
 - c) to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring:
 - (i) any liability towards any bidder, or

(ii) any obligation to inform any bidder of the grounds for the Client's action.

11. The bidder should provide documentary evidence of the following:
 - a) Number of years in business/similar works.
 - b) Business License Number
 - c) List of major clients served and contact persons and references
 - d) No. of Employees, Machineries & Equipment.
12. The Mauritius Post Ltd reserves the right to effect site visit to the business premises of the bidder to satisfy itself that the bidder has the capacity to perform the contract (e.g adequacy of business premises, machinery, equipment and staff)

GENERAL CONDITIONS

Definition: In this document, contractor means the person awarded the contract by The Mauritius Post Ltd.

1. All expenses whatsoever, in connection with the contract such as cost of paper; stamping, etc. shall be borne by the contractor.
2. In the event of the registration of the contract becoming necessary, the cost of registration shall be borne by the contractor.
3. Where the contractor is not domiciled in Mauritius and:
 - (a) is a body corporate, the contractor undertakes to provide the Mauritius Post with acceptable documentary evidence of the official address of its registered office.
 - (b) is not a body corporate, he shall designate a person in Mauritius to receive such notices or documents as may be required to be served upon him.
4. The delivery of any article or the performance of any service or work shall be accompanied by such invoice as may be required by the client.
5. Receipts will be given to the contractor or his agents, as the case may be, by the Receiving Officer for the articles supplied or the services performed, and those receipts with the contractor's invoices shall be sent to the requisitioning office as soon as possible.
6. In the event the contractor fails to perform his obligation within the time fixed the client will be at liberty to acquire the required goods or services from other sources. Any expenses in excess of the contract prices shall be charged to the contractor.
7. In case of default by the contractor resulting in an additional expenditure by the client, the client may as its option recover such expense by withholding an equivalent amount on sums due to the contractor.
8. In case of breach or failure in any of the conditions of the contract, the client may cause a notice to be served on the contractor by leaving a copy thereof at the domicile of the contractor to the effect that the contract entered into is cancelled by the client and upon such services as aforesaid and without any other judicial or extra-judicial formality, the contract shall cease and be terminated.
9. The successful tenderer will be required to enter into an agreement with the client and to deposit a security for the performance of the contract in a sum not exceeding 10% of the contract value, not later than ten days from the date of the letter of acceptance of the tender by the client.

10. Should the contract have been made to terminate as above, the security furnished by or on behalf of the contractor shall be forfeited without prejudice to any other remedy open to the client.
11. On the date of payment, a retention fee of 10% of the contract will be withheld for a period of two months.
12. All items should be delivered within 4 months from the date of the award of the contract failing which a penalty of Rs 2.00 per day per set of uniform, subject to a maximum of 10% of the contract value.
13. Any queries or additional information required by any bidder should be submitted to The MPL seven clear working days before closing date for submission of proposal.
14. Any additional uniform should be charged at the same rate, as approved in the contract.

10th October 2011