

REQUEST FOR QUOTATION (RFQ)

For Provision of Vehicle Rental
Services on Long Term
Agreement (LTA) Basis

Reference No.: RC/CRP/01/22

Date: 05th April 2022



SECTION 1: REQUEST FOR QUOTATION (RFQ)

1. About Reef Conservation (RC)

- 1.1. RC is a locally registered non-profit, non-governmental organisation (NGO) registered with the Registrar General since 2004 and accredited with the National Corporate Responsibility Foundation since 2009. The NGO is dedicated to the conservation and restoration of the marine environment of Mauritius through the implementation and management of research and education projects. It also promotes sustainable use of the biodiversity of marine ecosystems through local and regional efforts in a partnership approach with concerned stakeholders.

RC is managed by a voluntary Board of seven members, headed by an Executive President and one Executive Director (Managing Director). It employs professional qualified biologists and support staff for the implementation and management of its projects. RC is also registered as a training institute with the Mauritius Qualification Authority (MQA).

Recently, RC has been appointed by the United Nations Development Programme (UNDP) for the implementation of activities in Mauritius, of the Adaptation Fund 'Restoring Marine Ecosystem Services by Rehabilitating Coral Reefs to Meet a Changing Climate Future' project.

- 1.2. Under the project, RC is seeking quotation(s) for the Provision of Vehicle Rental Services on Long Term Agreement (LTA) Basis, as detailed in Annex I of this RFQ.

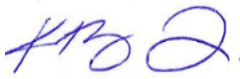
This Request for Quotation comprises the following documents:

- Section 1: This request letter;
- Section 2: RFQ instructions and data sheet;
- Annex 1: Terms of Reference (TOR) and Technical Specifications;
- Annex 2: Quotation Submission Form;
- Annex 3: Technical and Financial Offer;
- Annex 4: Evaluation Process;
- Annex 5: General Terms and Conditions.

- 1.3. When preparing your quotation(s), please be guided by the RFQ instructions and sheet.
- 1.4. Quotation(s) must be submitted using Annex 2: Quotation Submission Form, and Annex 3: Technical and Financial Offer, by the method and by the date and time indicated in Section 2.

- 1.5. It shall remain your responsibility to ensure that your quotation(s) is submitted on or before et deadline date. Quotation(s) that are received after the deadline date, for whatsoever reason, shall not be considered for evaluation.
- 1.6. **About this document:** *This document has been prepared as a requirement for the procurement of goods, works and/or services by RC under its Responsible Party Agreement contract with the United Nations Development Programme (UNDP) on the project "Restoring marine ecosystem services by restoring coral reefs to meet a changing climate future". For the purpose of RC's procurement exercises and in line with international and local minimum acceptable requirements for procurement, existing templates, guidelines, terms and conditions (i.e., for de minimis contract services), rules and regulations from the UNDP has been extracted and adapted for inclusion in this RFQ document.*

Thank you and we look forward to receiving your quotation(s).

Issued by:	Reef Conservation
Signature:	
Name:	Kathy Young
Title:	Managing Director
Date:	05/04/2022

SECTION 2: RFQ INSTRUCTIONS AND DATA SHEET

GENERAL PROVISIONS	
Introduction	<p>Bidders shall adhere to all the requirements of this RFQ, including any amendments made in writing by RC.</p> <p>Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by RC. RC is under no obligation to award a contract to any Bidder as a result of this RFQ.</p> <p>RC reserves the right to cancel the procurement process at any stage without any liability of any kind for RC, upon notice to the bidders or publication of cancellation notice on RC website.</p>
Eligibility	<p>Bidders may be a private, public or government-owned legal entity or any association with legal capacity to enter into a binding Contract with RC and should be able to honour its commitment as per terms specified within this RFQ.</p>
Supplier code of conduct	<p>RC expects all of its suppliers to respect the following Code of Conduct:</p> <ul style="list-style-type: none"> • Employment is freely chosen. • Goods and services purchased are produced and developed under conditions that do not involve the abuse or exploitation of any persons including - but not limited to – children, women, minority groups etc. • The rights of staff to freedom of association are observed. • Working conditions are safe and hygienic. • No exploitation of children is tolerated. • Wages paid are adequate to cover the cost of a reasonable living. • Working hours are not excessive. • Regular working hours are provided. • No discrimination is practiced. • Local labour laws are complied with. • Social rights are respected. • Suppliers comply with all statutory and other legal requirements relating to the environmental impacts of their business.
Gifts and hospitality	<p>Bidders shall not offer gifts or hospitality of any kind to RC staff members. In pursuance of this policy, RC: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing the LTA contract.</p>

Terrorism and sanctions	RC does not engage in transactions with any terrorist group or individual or entity involved with or associated with terrorism or individuals or entities that have active exclusion orders and/or sanctions against them. RC shall therefore not knowingly purchase supplies or services from companies that are associated in any way with terrorism and/or are the subject of any relevant international exclusion orders and/or sanctions. If you submit a bid based on this request, it shall constitute a guarantee that neither your company nor any affiliate or a subsidiary controlled by your company are associated with any known terrorist group or is/are the subject of any relevant international exclusion order and/or sanctions.
Conflict of interest	<p>Bidders must disclose any actual or potential conflict of interest and they shall be deemed ineligible for this procurement process unless such conflict of interest is resolved in a manner acceptable to RC.</p> <p>RC requires every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to RC if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ. Bidders shall strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified.</p> <p>Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of RC staff involved in the procurement functions or any Implementing Partner receiving goods and/or services under this RFQ.</p> <p>Failure to disclose any actual or potential conflict of interest will lead to the Bidder being disqualified from this bidding exercise.</p>
PREPARATION OF BIDS	
Cost of preparation of quotation	RC shall not be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.
Language of quotation	Quotation(s) should be submitted in English
Format for submission of bid	<p>Bids should be submitted in the format template detailed in Annex 2.</p> <p>Failure to submit bids in the required format will, in almost all circumstances, result in the rejection of the bid.</p>
Currency of quotation	Quotation(s) shall be quoted in Mauritian Rupees (MUR).

Documents to be submitted	<p>Bidders shall include the following documents in their quotation:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed; <input checked="" type="checkbox"/> Annex 3: Technical and Financial Offer duly completed and signed and in accordance with TOR in Annex 1; <input checked="" type="checkbox"/> Company Profile; <input checked="" type="checkbox"/> Registration certificates and official licences (Valid Company Registration Certificate); <p><i>Attention: All documents submitted as above should be stamped with the Bidder's seal. Information supplied by bidders will be treated as contractually binding. However, RC reserves the right to seek clarification or verification of any such information.</i></p>
Duties and taxes	All quotation(s) shall be submitted with prices inclusive of VAT and other applicable indirect taxes (if any).
Clarifications and query handling	<p>RC has taken care to be as clear as possible in the language and terms it has used in compiling this RFQ. Where any ambiguity or confusion arises from the meaning or interpretation of any word or term used in this document or any other document relating to this tender, the meaning and interpretation attributed to that word or term by RC will be final. RC will not accept responsibility for any misunderstanding of this document or any others relating to this tender.</p> <p>Requests for clarification from bidders will not be accepted any later than 15-Apr-2022 before 05.00 pm. Responses to request for clarification will be communicated by courier and/or email before 22-Apr-2022 before 05.00 pm.</p>
Contact for correspondence, notifications and clarifications	<p>E-mail address: admin@reefconservation.mu</p> <p>Any delay in RC's response shall be not used as a reason for extending the deadline for submission, unless RC determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Quotation validity period	Quotation(s) shall remain valid for 60 days from the deadline for the Submission of Quotation.
Price variation	No price variation due to escalation, inflation, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received.
Partial quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted

Alternative quotes	<input type="checkbox"/> Not permitted <input checked="" type="checkbox"/> Permitted If permitted, an alternative quote may be submitted only if a conforming quote to the RFQ requirements is submitted. Where the conditions for its acceptance are met, or justifications are clearly established, RC reserves the right to award a contract based on an alternative quote. If multiple/alternative quotes are being submitted, they must be clearly marked as “Main Quote” and “Alternative Quote”.
SUBMISSION OF BIDS	
Important Timelines (Mauritian time)	Date of publication of RFQ: 06-Apr-2022 Closing date for queries and clarifications: 15-Apr-2022 before 05.00 pm Closing date and time for submission of bids: 29-Apr-2022 before 05.00 pm Bid opening date: 02-May-2022 at 10.00 am
Method of Submission	<p>Quotation(s) may be submitted on or before the set deadline via e-mail or courier mail to the address below:</p> <p style="padding-left: 40px;">Administration Office Reef Conservation Head Office Les Flammants Branch Road, Morcellement Pereyscape Pereybere, Mauritius E-mail: admin@reefconservation.mu</p> <p>Quotation(s) submitted should clearly mention the Ref No. and subject of this RFP as “RC/CRP/01/22: Vehicle Rental Services on LTA Basis”.</p> <p>Quotation(s) submitted by email must be limited to a maximum of 10 MB, virus-free or corrupted contents to avoid rejection, and no more than 5 email transmissions.</p> <p>If you are submitting your quotation(s) by email, kindly ensure that they are signed, stamped (to authenticate the document with your personal or business signature, emblem or logo), and provided in the .pdf format, free from any virus or corrupted files.</p> <p>Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y”.</p> <p>It is recommended that the entire quotation be consolidated into as few attachments as possible.</p> <p>The bidder should receive an email acknowledging email receipt.</p>

EVALUATION OF BIDS	
Confidentiality	<p>Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>Any effort by a Bidder or anyone on behalf of the Bidder to influence RC in the examination, evaluation and comparison of the Bids or contract award decisions may, at RC's decision, result in the rejection of its Bid.</p>
Evaluation method	RC will conduct the evaluation solely on the basis of the Bids received and the bid evaluation process will be undertaken in accordance with conditions laid at Annex 4. The Contract or Purchase Order will be awarded to the lowest price substantially compliant offer.
Evaluation criteria	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Technical responsiveness/Full compliance to minimum requirements as specified in Annex 1. <input checked="" type="checkbox"/> Value for money (price offer and related services) <input checked="" type="checkbox"/> Comprehensiveness maintenance services. <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Compliance with delivery timeframe. <input checked="" type="checkbox"/> Compliance with insurance requested. <input checked="" type="checkbox"/> Commercial registration of company.
Due diligence	<p>RC reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> • Verification of accuracy, correctness and authenticity of information provided by the Bidder; • Validation of extent of compliance to the RFQ requirements and evaluation criteria based on what has so far been found by the evaluation team; • Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; • Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; • Other means that RC may deem appropriate, at any stage within the selection process, prior to awarding the contract.

Nonconformities, Repairable Errors and Omissions	Provided that a Bid is substantially responsive, RC may waive any non-conformities or omissions in the Bid that, in the opinion of RC, do not constitute a material deviation. RC may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
AWARD OF CONTRACT	
Right to accept, reject, any or all bids	RC reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for RC's action. RC shall not be obliged to award the contract to the lowest priced offer.
Award Criteria	Prior to expiration of the period of Bid validity, RC shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements and has offered the lowest price.
Right to vary requirement at time of award	At the time of award of Contract or Purchase Order, RC reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
Type of contract to be awarded	<input checked="" type="checkbox"/> Purchase Order (PO). <input checked="" type="checkbox"/> Contract Face Sheet (i.e., signed LTA) accompanied by PO for call-off. <input type="checkbox"/> Contract for Works.
Special conditions of contract	RC reserves the right to cancel a PO/Contract if the delivery/completion is delayed by 10 days after award of the contract.
Payment terms	By cheque or bank transfer through monthly instalments for a period of 53 months after receipt of good(s) and/or service(s), subject to submission of payment documentation.
Conditions for release of payment	<input type="checkbox"/> Passing Inspection / Complete Installation. <input checked="" type="checkbox"/> Passing all Testing. <input type="checkbox"/> Completion of Training on Operation and Maintenance. <input checked="" type="checkbox"/> Written Acceptance of Goods, Services and Works, based on full compliance with RFQ requirements
Expected date for contract award and delivery	Contract award: 06-May-2022. Delivery date: One week from the issuance of the purchase order.
Publication of contract award	RC will publish the contract award valued at 1,500,000 MUR and more on its website.

ANNEX 1: TERMS OF REFERENCE (TOR) AND TECHNICAL SPECIFICATIONS

RC invites eligible and reputable Car Rental companies to submit a firm proposal for vehicle rental services in Mauritius. Rental of ONE vehicle (without driver) shall be done for a duration period of 53 months from May 2022 to October 2026.

Criteria #	Description / Specifications of the Vehicles	Reviewed, understood, accepted without any reservation (Fill in with YES or NO)	<i>If you cannot comply, pls. indicate counter proposal</i>
1	Type of vehicle (either/or): - Small SUV; - Station wagon vehicle; - 2x4 double cab.		
2	The vehicle shall be of Automatic or Self-Shifting Transmission.		
3	The vehicle shall run by Petrol or Diesel, but Petrol/Hybrid type would be considered an advantage.		
4	The vehicle shall not be more than three (3) years old at the time of delivery.		
5	The vehicle must be registered as a contract vehicle at the National Transport Authority (NTA) and have a valid fitness certificate.		
6	The vehicle shall be equipped with necessary safety items, including seat belts, spare tire, mechanical jack, tire changing tools, basic hand tools, etc.		
7	The vehicle shall be fully covered by all necessary insurances in case of accidents (comprehensive insurance). Both Vehicles' and passengers' comprehensive Insurance policy and coverage are mandatory and should be valid throughout the duration of the LTA.		

Criteria #	Description / Specifications of the Vehicles	Reviewed, understood, accepted without any reservation (Fill in with YES or NO)	If you cannot comply, pls. indicate counter proposal
8	The proposed financial rental rate shall be inclusive of Collision damage insurance (CDW), Personal Accident Cover (PAI), Theft protection (TP), Unlimited mileage, repairs and maintenance, including tyres and vehicle replacement in case of breakdown / maintenance.		
9	The proposed financial rental rate shall be exclusive of fuel and insurance franchise in case of accident.		
10	The proposed financial rental rate cannot be reviewed nor amended during the rental period of 53 months.		
11	Should the vehicle need to be changed during rental period of 53 months, the same type of vehicle as referred to Criterion #1, should be provided.		

Name and Signature of the Supplier's Authorized Person	
Designation	
Date	

ANNEX 2: QUOTATION SUBMISSION FORM

Bidders are requested to complete this form, including the Company Profile and Bidder's Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:		
RFQ reference:		Date:

Company Profile

Item Description	Detail
Legal name of bidder.	
Legal Address, City, Country.	
Telephone.	
Email.	
Website.	
Year of Registration. Business Registration Number (BRN).	
VAT/TVA/Tax Registration Number.	
Legal structure.	<input type="checkbox"/> Limited company <input type="checkbox"/> NGO <input type="checkbox"/> Institution <input type="checkbox"/> Natural Person <input type="checkbox"/> Others [Specify].....

Item Description	Detail
Bank Information	Bank Name: Bank Address: IBAN: SWIFT/BIC: Account Currency: Bank Account Number:

Bidder's Declaration

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Requirements and Terms and Conditions: I have read and fully understand the RFQ, including the RFQ Instruction and Data sheet, TOR, and General Conditions of Contract. I confirm that the Bidder agrees to be bound by them.
<input type="checkbox"/>	<input type="checkbox"/>	I confirm that the Bidder has the necessary capacity, capability, and necessary licenses to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.
<input type="checkbox"/>	<input type="checkbox"/>	Ethics: In submitting this Quote I warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor; has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the RFQ; has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer.
<input type="checkbox"/>	<input type="checkbox"/>	I confirm to undertake not to engage in proscribed practices, or any other unethical practice, with RC or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to RC.
<input type="checkbox"/>	<input type="checkbox"/>	Conflict of interest: I warrant that the bidder has no actual, potential, or perceived Conflict of Interest in submitting this Quote or entering a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFQ process the bidder will report it immediately to the Procuring Organisation's Point of Contact.
<input type="checkbox"/>	<input type="checkbox"/>	Bankruptcy: I have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, has not suspended business activities or is not in any analogous situation arising from a similar procedure under national laws and regulations, and there is no judgment or pending legal action against us that could impair our operations in the foreseeable future.
<input type="checkbox"/>	<input type="checkbox"/>	I confirm that neither a Director or Partner of the Bidder, has not been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata, nor been guilty of grave professional misconduct in the course of their business.

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	I confirm that the Bidder has fulfilled its obligations relating to the payment of taxes or social security contributions in Mauritius or any other Country in which the tenderer is located.
<input type="checkbox"/>	<input type="checkbox"/>	I confirm that that neither a Director or Partner of the Bidder has not been found guilty of fraud or corruption, or money laundering.
<input type="checkbox"/>	<input type="checkbox"/>	I confirm that that neither a Director or Partner of the Bidder has not been convicted of being a member of a criminal organisation or any other illegal activity.
<input type="checkbox"/>	<input type="checkbox"/>	I confirm that that neither a Director or Partner of the Bidder has not has not been found guilty of serious misrepresentation in providing information to a public buying agency
<input type="checkbox"/>	<input type="checkbox"/>	Offer Validity Period: I confirm that this Quote, including the price, remains open for acceptance for the Offer Validity.
<input type="checkbox"/>	<input type="checkbox"/>	I understand and recognise that you are not bound to accept any Quotation you receive, and I certify that the goods offered in our Quotation are new and unused.
<input type="checkbox"/>	<input type="checkbox"/>	I certify that the information provided above is accurate and complete to the best of my knowledge. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in future tenders.
<input type="checkbox"/>	<input type="checkbox"/>	By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organisation/s to make this declaration on its/their behalf.

Signature	
Name	
Title	
Date	

ANNEX 3: TECHNICAL AND FINANCIAL OFFER - SERVICES

Technical Offer

Bidders are requested to complete this form, sign it and return it as part of their quotation along with Annex 2 Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:		
RFQ reference:		Date:

Please provide a brief description of your qualification, capacity and expertise that is relevant to the TOR.

Compliance with Requirements

	You Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter - offer
Delivery Lead Time	<input type="checkbox"/>	<input type="checkbox"/>	
Validity of Quotation	<input type="checkbox"/>	<input type="checkbox"/>	
Payment terms	<input type="checkbox"/>	<input type="checkbox"/>	

I, the undersigned, certify that I am duly authorised to sign this quotation and bind the company below in event that the quotation is accepted.

Company Name: Address: Phone No.: Email Address:	Authorised Signature: Date: Name: Title of Authorised Signatory: Email Address:
---	---

Financial Offer

(This Form must be submitted only using the Supplier’s Official Letterhead/Stationery¹)

We, the undersigned, hereby accept the General Terms and Conditions for Institutional (De Minimis) Contract at Annex 5, with no reservation and offer to supply ONE vehicle listed below in conformity with the TOR and Technical Specifications in Annex 1 as per RFQ Reference No. RC/CRP/01/22:

TABLE 1: Offer to Supply ONE Vehicle Compliant with TOR and Technical Specifications in Annex 1

Item No.	Description/Specification of Vehicles	Estimated quantity from May-22 to Oct-22	Unit	Unit Price (MUR)	Total Price (MUR)
1	Rental of ONE vehicle in accordance with the TOR and Technical Specifications detailed in Annex 1.	53	Month		
Total Final and All-Inclusive Price Quotation					

All other information that we have not provided automatically implies our full compliance with the requirements of the RFQ and General Terms and Conditions for Institutional (De Minimis) Contract (Annex 5).

<i>Name and Signature of the Supplier’s Authorized Person</i>	
<i>Designation</i>	
<i>Date</i>	

¹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

ANNEX 4: EVALUATION PROCESS

RC will convene an evaluation team which will include members of the Board of Directors, and Head of Research Programmes. During the evaluation period, clarifications may be sought by e-mail from Bidders. Clarifications may include testimonials from customers in support of particular aspects of a tender, whether such aspects are contained in the original submission or in subsequent responses to requests for clarification. Deadlines will be imposed for the receipt of such clarifications and failure to meet these deadlines will result in the disqualification of the Bid or loss of marks in the selection score sheet. Responses to requests for clarification shall not materially change any of the elements of the proposals submitted. Unsolicited communications from Bidders will not be entertained during the evaluation period.

Bids which will qualify for participation in the evaluation process prior to award of contract should meet the following criteria:

Phase#	Evaluation Process Stage	Basic requirements with which proposals must comply with
<i>The first phase of evaluation will determine whether Bids which have been submitted are in line with the RFQ Instructions and Data Sheet as described in Section 2. Only those Bids which meet the mandatory criteria under Section 2 will qualify for the second phase of the evaluation process.</i>		
1	Essential criteria screening	<p>A. Closing Date: Bid proposals must meet the deadlines set in the RFQ Instructions and Data Sheet as described in Section 2, or such revised deadline as may be notified to Bidders by RC.</p> <p>B. Submission Method: Bid proposals must be delivered in the method specified in Section 2. RC will not accept responsibility for bids delivered by any other method. Responses delivered in any other method will be rejected.</p> <p>C. Format and Structure of the Bids: Bid proposals must conform to the format templates provided at Annexes 1, 2 and 3. Failure to comply with the prescribed format and structure may result in bids being rejected at this stage.</p> <p>D. Confirmation of validity of Bids: Bidders must confirm that the period of validity of their proposal is not less than sixty (60) days.</p> <p>E. Minimum mandatory requirements of specifications or contract performance: The Bid proposals should meet the minimum mandatory requirements as laid under the TOR at Annex 1.</p>

Phase#	Evaluation Process Stage	Basic requirements with which proposals must comply with
<p><i>The second stage of the evaluation will involve an assessment of the Bidder's personal and legal circumstances, to fulfil the obligations of the contract</i></p>		
2	Legal criteria screening	<p>F. Submission of necessary documents: Bidders must submit dully filled copies of Annex 2 along with any necessary document which has been requested including their Company Registration Certificate, Business Registration Number and Value Added Tax Certificate (if applicable).</p>
<p><i>Each proposal that conforms to the Essential and Legal Criteria will be evaluated according to the Award Criteria provided below.</i></p>		
3	Award Criteria	<p>G. Score/Marking system: Bids will be awarded marks under each of the award criteria listed in this section to determine the most economically advantageous Bid:</p> <p>(a) Price: <i>All prices must be in Mauritian Rupees. A clear breakdown of prices must be shown as part of the financial offer – any transport fees, taxes (including VAT) etc. must be shown separately. Prices offered will be evaluated on full cost basis (including all fees and taxes that are applicable). Marks for cost will be awarded on the inverse proportion formula shown below:</i></p> $\text{Score}_{\text{vendor}} = \text{Maximum score} \times (\text{Price}_{\text{min}} / \text{Price}_{\text{vendor}})$ <p>(b) Technical Specificity / Quality: <i>This will be based on the quality of service being provided by the Bidder including proposed after-sales service, proposed maintenance service, insurance policy service amongst others.</i></p>

ANNEX 5: GENERAL TERMS AND CONDITIONS

This Contract is between the Reef Conservation, an NGO registered with the Registrar General since 2004 and accredited with the National Corporate Responsibility Foundation since 2009 (hereinafter “RC”), on the one hand, and a company or organisation indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

1. **LEGAL STATUS OF THE PARTIES:** RC and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:
 - 1.1. The Contractor shall have the legal status of an independent contractor vis-à-vis RC, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. **OBLIGATIONS OF THE CONTRACTOR:**
 - 2.1. The Contractor shall perform and complete the services described in the Terms of Reference (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
 - 2.2. The Contractor represents and warrants the accuracy of any information or data provided to RC for the purpose of entering into this Contract, as well as the quality of the deliverables foreseen under this Contract, in accordance with the highest industry and professional standards.
 - 2.3. All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.
3. **LONG TERM AGREEMENT:**

If the Contractor is engaged by RC on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:

 - 3.1. RC does not warrant that any quantity of Services shall be ordered during the term of the LTA.
 - 3.2. The Contractor shall provide the Services, as requested by RC and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, RC shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.
 - 3.3. In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify RC immediately. RC shall consider the impact of any such event and may request an amendment to the retainer.
 - 3.4. The LTA shall remain in force for the whole duration of the Contract.
4. **PRICE AND PAYMENT:**
 - 4.1. **FIXED PRICE:** For this Contract, Fixed Price will be implemented as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, RC shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

- 4.1.1. The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.
 - 4.1.2. RC shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by RC of the original invoices submitted by the Contractor to the RC Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by RC.
 - 4.1.3. If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.
5. SUBMISSION OF INVOICES AND REPORTS:
 - 5.1. All original invoices, reports (if any) and supporting documentation required under this Contract shall be submitted by mail by the Contractor to RC's Contact Person. Upon request of the Contractor, and subject to approval by RC, invoices and reports (if any) may be submitted to RC by fax or email.
6. TIME OF PAYMENT:
 - 6.1. Invoices shall be paid one month in advance at time of delivery of vehicle and within fifteen (15) days of the date of their acceptance by RC.
7. ASSIGNMENT:

The Contractor 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 RC.
8. INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, RC and its staff from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor in the performance of this Contract.
9. INSURANCE AND LIABILITY:
 - 9.1. The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
 - 9.2. The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of Services under this Contract.
10. ENCUMBRANCES AND LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with RC against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or RC.

11. PUBLICITY, AND USE OF THE NAME, LOGO OF RC: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with RC, nor shall the Contractor, in any manner whatsoever use the name and logo of RC.

12. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

12.1. The Recipient shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and use the Discloser’s Information solely for the purpose for which it was disclosed.

12.2. The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of RC, the Contractor will give RC sufficient prior notice of a request for the disclosure of Information in order to allow RC to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

13.1. If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, RC shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 14, “Termination,” except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, RC shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.

13.2. Force majeure as used herein means any unforeseeable and irresistible act of nature, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

14. TERMINATION:

14.1. Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party.

14.2. RC may terminate the Contract at any time by providing written notice to the Contractor in any case in which the funding of RC applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, RC may terminate the Contract without having to provide any justification therefor.

14.3. In the event of any termination of the Contract, no payment shall be due from RC to the Contractor except for the Services satisfactorily provided to RC in accordance with the requirements of the Contract.

14.4. Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, RC may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform RC of the occurrence of any of the above events.

15. NON-WAIVER OF RIGHTS:

The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

16. NON-EXCLUSIVITY:

Unless otherwise specified in the Contract, RC shall have no obligation to purchase any minimum quantities of services from the Contractor, and RC shall have no limitation on its right to obtain services of the same kind, quality and quantity described in the Contract, from any other source at any time.

17. SETTLEMENT OF DISPUTES:

The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof.

18. MODIFICATIONS:

No modification or change in this Contract shall be valid and enforceable against RC unless executed in writing by the duly authorised representatives of the Parties.

19. AUDITS AND INVESTIGATIONS:

19.1. Each invoice paid by RC may be subject to a post-payment audit by auditors, whether internal or external from RC, at any time during the term of the Contract and for a period of one (1) year following the expiration or prior termination of the Contract.

19.2. The Contractor shall provide its full and timely cooperation with any such post- payment audits. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to auditors, access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation.

20. ESSENTIAL TERMS:

The Contractor acknowledges and agrees that each of the provisions in Articles 21 to 25 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle RC to terminate the Contract or any other contract with RC immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

21. SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to RC in connection with the performance of its obligations under the Contract. Should any authority external to RC seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify RC and provide all reasonable assistance required by RC. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of RC, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of RC.

22. STANDARDS OF CONDUCT:

The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, employee or Board member of RC. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract.

23. CHILD LABOR:

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 24 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

24. SEXUAL EXPLOITATION:

24.1. The Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse and shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

25. ANTI-TERRORISM:

The Contractor agrees to undertake all reasonable efforts to ensure that none of the RC funds received under the Contract is used to provide support to individuals or entities associated with terrorism.